

**\*Please print these Terms of Use for your records\***

## **It's Your Turn TERMS OF USE**

By checking the box next to this Terms of Use, and clicking the "Purchase" button, you, the purchaser of the It's Your Turn Program outlined below (hereinafter "Client") agree and willingly purchase entry into this Program, to be provided with services rendered by Valerie Cap, acting as part of The Nurturing Collective, a Pennsylvania, Sole Proprietorship, and Jennah Lear, acting as part of Blue Loui Studios LLC, a Ohio, S-Corp (hereinafter as Program Creators) and you agree you are voluntarily entering into a legally binding Agreement with Program Creators, including the payment terms and inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of a one time payment of \$497.00 USD Client has agreed to purchase It's Your Turn Program (hereinafter "Program"). In exchange, Program Creators agrees to provide the services outlined in the Program Details below, and Program Addendum attached hereto.

### **1. Program Outline:**

A. Client agrees and understands that he/she is purchasing access to the It's Your Turn Program that includes access to Program Material and additional bonuses enclosed below.

B. Client acknowledges that he/she has read the Program and conducted any additional research necessary to feel he/she understands what is being provided in the Program as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on the Program Creator's website.

C. Program is not to be considered a substitute for therapy or medical treatment. Program Creators nor any guest speakers/teachers in the course program are not able to nor will they provide any sort of therapy, medical treatments, medications, or other services that are completed by a medical professional. Membership Site is not designed to treat any mental, emotional, or other medical conditions. If you as the Client believe you may be in need of medical treatment or a diagnosis to relieve a current condition, Program is not right for you. By completing this Agreement, you confirm you are not looking for medical treatment, understand the difference between coaching and treatment, and do not expect Program Creators to provide any services other than that outlined below in the Program Outline Addendum.

### **2. Confidentiality:**

A. Client understands he or she is purchasing 4-week access to the Program with Program Creators. Following Client's access to the Program, Client will have gained access to various trade secrets and personal intellectual property of Program Creators, including but not limited to materials such as verbal advice, mindset guidance, and/or other information that may have become available for use through Client's participation in the Program. Client understands and acknowledges that this information is not to be openly shared with others who have not participated in It's Your Turn Program. Client agrees not to share, copy, or distribute any documents or other proprietary information obtained through Program, and agrees that he or she will be in violation of these Terms of Use if he or she uses any of the Content outlined as his/her own material, or repurposes and uses the Content in his/her own coaching business without express written permission of Program Creators. Client also understands and agrees he/she will not disclose or use any information provided to Client during coaching sessions, discussions, or otherwise.

B. Should Client breach this provision and disclose confidential or proprietary information belonging to Program Creators or another participating in the Program or Program, Client understands additional action may be taken by Program Creators up to and including legal action.

### **3. Testimonials:**

A. Program Creators may request that the Client provide a testimonial to be published on the Program Creators' websites, or on various sales materials for this or another Program created by Program Creators. Client understands that he or she is not required to give any testimony, and understands that the choice to do so is freely up to Client. There will be no ramifications or change in relationship between Program Creators and Client if Client refuses testimonial.

B. If Client accepts and provides Program Creators with a testimonial, Client understands the material, along with a photo of Client, will likely be published on Program Creators' website or otherwise. Should Client agree to provide a testimonial, Client will agree to review and sign an additional Release, confirming the same, and confirming Program Creators' rights to use Client's testimonial. No payment or additional services will be provided in return for Testimonial, and Client understands he or she is granting Program Creators an unlimited, irrevocable license in perpetuity to use, publish, distribute, or repurpose any information provided to Program Creators as part of a Testimonial.

### **4. Payment**

A. Client understands the cost of the Program is a one time payment of \$497.00 USD, which is due immediately, and charged automatically, in accordance with the terms outlined below in paragraph five (5). Client understands he/she is responsible for the full payment, and agrees to pay the sum requested electronically, via Program website or a designated third party payment processor of Program Creator's choosing, in full.

B. Should Client fail to make timely payments, or if additional payments are not able to be processed, Client understands: (1) Client's access to the Program may be forfeited if payment is not made within 5 days of the date it is due, and (2) Client will still owe full payment for Program.

C. Program Creators reserve the right to cancel Client's access to the Program should he/she fail to make payments in accordance with the Terms as outlined below. Should this occur, Client understands she/he is not entitled to a refund of funds already issued to Program Creators for access to Program.

### **6. Refund Policy**

A. Program Creators are not able to offer refunds once Client has purchased access to the Program.

B. Client further agrees and understands that changing his/her mind about the Program, failing to follow through or understand the details of the Program, not experiencing the results he/she expected or desired, or experiencing any other similar situations does not entitle her or him to a refund.

### **7. Technology**

A. Program Creators not responsible for any specific technology you may need in order to adequately view and utilize the Program. Client's inability to access Program due to a technology issue on Client's end does not qualify Client for a refund.

### **8. Medical Disclaimer – Not Medical or Professional Advice**

A. Program and content contained within the Program is not to be considered therapy or counseling, medical treatment or advice, and nothing within the Program is intended to provide or act as a substitute for mental health treatment.

B. Client understands and agrees that Program offers instructional services in the field of Business Consulting only. There are no therapy, treatment, or medical-based elements to Program, and it is not meant for those who are in need of (or think they may be in need of) medical services. Program Creators are not attempting nor suggesting Client enroll in Program in place of a personalized consultation with a medical professional in your geographical area.

C. Program Creators encourage Client to consult a physician if he/she suspects he/she may benefit from such services. We will assume that all individuals choosing to purchase Program will have previously obtained clearance and permission from their applicable personal medical physician and have concluded that the coaching Course Site offered is right for them. Nothing contained within Program is intended to diagnose, cure, treat, or prevent any medical condition or disease, nor is it to be considered medical advice in any capacity.

## **9. Voluntary Participation**

A. Client understands and agrees that he/she is voluntarily choosing to enroll in Program and is solely responsible for any outcomes or results. While Program Creators believe in their services and that the Program is able to help many people, Client acknowledges and agrees that The Nurturing Collective and Blue Loui Studio LLC is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in Program and any results therein.

## **10. Disclaimer /No Guarantees**

A. While many of Program Creators' past and current clients have experienced wonderful benefits from content contained in Program, Coach cannot guarantee results from any of the content on Program, and cannot make any representations or guarantees regarding individual results. Client will hold The Nurturing Collective and Blue Loui Studio LLC harmless if he or she does not experience the desired results.

B. Client understands that all services provided by The Nurturing Collective and Blue Loui Studio LLC in connection with the Program being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase access to Program and work with Program Creators on a purely voluntary basis and does not hold Program Creators or Program responsible should Client become dissatisfied with any portion of the Program.

C. Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the Program, as long as Program Creators deliver the Program as described in the Addendum below.

D. Client also understands Program Creators are not a doctor, nurse, lawyer, financial adviser, psychic, licensed therapist, or otherwise, and agrees to hold The Nurturing Collective and Blue Loui Studio LLC harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Program. The content provided by Program Creators on his/her website and within the Program is comprised of information that has worked for Program Creators and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Program Creators cannot guarantee results from this Program, and has no expectation of a specific result that he or she holds Program Creators responsible for.

## **11. Intellectual Property**

A. Client agrees and understands that Program Creators have created numerous original, creative works in connection with the Program, and agrees that Program Creators maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with Client or

specifically for Client, including but not limited to: documents, charts, emails, graphs, products, systems, processes, handouts, worksheets, copy for website or sales pages, and any other original work created by Program Creators. Client agrees she may be granted a limited right to use selected materials in the course of his or her own business, but understands that the original proprietary rights remain with Program Creators. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Program Creators to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.

B. Client agrees and understands he/she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by Coach or obtained through working with Program Creators, without Program Creators' express written consent. If such behavior is discovered or suspected, Program Creators reserve the right to immediately end Client's participation in the Program without refund, as well as access to any Program or materials Client may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.

### **C. Licensee Rights:**

Program Creators Limited License to Client:

Client understands that in purchasing the Program, she/he is gaining access to view all content and information available as part of the Program. Client understands this means he/she will have been granted a limited, revocable, non-transferable license to use the information provided as instructed or allowed by Program Creators.

As a "Licensee," Client understands and agrees that Client will not:

- i. Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by Program Creators;
- ii. Post, distribute, copy, steal or otherwise use any portion of the Program or its content, or information obtained via other members in the group Program without written permission by Program Creators, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client.
- iii. Claim any content created by Program Creators as part of the Program or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by Program Creator was Client's work, and use in his/her business as his/her own.
- iv. Share purchased materials, information, content with others who have not purchased them.
- v. Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitute infringement and/or theft of our work, and a violation of this Agreement and United States Federal laws.

### **12. Indemnification**

A. Client agrees at all times to defend, fully indemnify and hold Program Creators and any affiliates, agents, team members or other party associated with Program Creators harmless from any causes of action, damages, losses, costs, expenses incurred as a result of Client's use of Program, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Program. Should Program Creators be required to defend herself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Program Creators' defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Program Creators, free of charge.

### **13. Dispute Resolution**

A. Should a dispute arise between Program Creators and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a "dispute" and agrees he or she

does not hold Program Creators responsible for any specific results, or those results which have been achieved by other clients of Program Creators.)

B. If unable to reach a resolution informally, Client and Program Creators agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in Pennsylvania within a reasonable amount of time. Client and Program Creators agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties, and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.

#### **14. Applicable Law**

A. This Agreement shall be governed by and under control of the laws of Pennsylvania regardless of conflict of law principles, and regardless of the location of Client. Client understands this and agrees that the laws of Pennsylvania are to be applicable here.

#### **15. Amendments**

This agreement may be altered, amended, changed, extended, or updated depending on current laws, structure of Program, or Program Creators businesses. Client's continued use of the Program constitutes an agreement to the most updated version of this Agreement.

### **PROGRAM OUTLINE ADDENDUM**

Client understands, acknowledges, and agrees he/she is purchasing access to the It's Your Turn Program. While the below is subject to change, at the time of purchase, Program includes access to the following:

1. Program content, including videos, additional documents, replays of coaching calls/workshops
2. Access to Facebook group while an active member, may be extended by Program Creator's discretion
3. (4) Weekly Coaching Calls with Program Creators

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