

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

## **Mastermind TERMS OF USE**

By checking the box next to this Terms of Use, and clicking the “Purchase” button, you, the purchaser of the One Bold Move Mastermind outlined below (hereinafter “Client”) agree and willingly purchase entry into this Mastermind, 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 Mastermind Creators) and you agree you are voluntarily entering into a legally binding Agreement with Mastermind Creators, including the payment terms and inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of \$800 USD fee per month for a minimum 9 months or a one time payment of \$6,000 USD Client has agreed to purchase One Bold Move Mastermind (hereinafter “Mastermind Program”). In exchange, Mastermind Creators agrees to provide the services outlined in the Mastermind Program Details below, and Mastermind Program Addendum attached hereto.

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

A. Client agrees and understands that he/she is purchasing access to the One Bold Move Mastermind that includes access to Mastermind Material and additional bonuses enclosed below.

B. Client acknowledges that he/she has read the Mastermind Program and conducted any additional research necessary to feel he/she understands what is being provided in the Mastermind 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 Mastermind Creator’s website.

C. Mastermind Program is not to be considered a substitute for therapy or medical treatment. Mastermind 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, Mastermind 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 Mastermind Creators to provide any services other than that outlined below in the Mastermind Program Outline Addendum.

### **2. Confidentiality**

A. Client understands he or she is purchasing 9-month access to the Mastermind Program with Mastermind Creators. Following Client’s access to the Membership Site, Client will have gained access to various trade secrets and personal intellectual property of Mastermind 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 Mastermind Program. Client understands and acknowledges that this information is not to be openly shared with others who have not participated in One Bold Move Mastermind Program. Client agrees not to share, copy, or distribute any documents or other proprietary information obtained through Mastermind 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 Mastermind 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 Mastermind Creators or another participating in the Mastermind or Mastermind Program, Client understands additional action may be taken by Mastermind Creators up to and including legal action.

### **3. Testimonials**

A. Mastermind Creators may request that the Client provide a testimonial to be published on the Mastermind Creators' websites, or on various sales materials for this or another Program created by Mastermind 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 Mastermind Creators and Client if Client refuses testimonial.

B. If Client accepts and provides Mastermind Creators with a testimonial, Client understands the material, along with a photo of Client, will likely be published on Mastermind 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 Mastermind 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 Mastermind Creators an unlimited, irrevocable license in perpetuity to use, publish, distribute, or repurpose any information provided to Mastermind Creators as part of a Testimonial.

### **4. Payment and Payment Plans**

A. Client understands the cost of the Mastermind is a one time payment of \$6,000 USD or \$800 per month for 9 months, 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 Mastermind website or a designated third party payment processor of Mastermind 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 Mastermind 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 Mastermind.

C. Mastermind Creators reserve the right to cancel Client's access to the Mastermind 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 Mastermind Creators for access to Mastermind Program.

### **5. Auto-Renewal Agreement (If choosing monthly payment option)**

A. Client understands and agrees that continued access to Mastermind Program requires recurring monthly payments of \$800.00 USD, that will be made by Client every 30 days from date of initial purchase for 9 months. By purchasing access to Mastermind Program, and agreeing to these Terms of Use, Client understands he/she will be automatically charged each month, in the amount of \$800.00 USD via the same card or manner in which the initial payment was made, for the following month of Mastermind to Mastermind Program. This process will repeat for each month for a minimum of 9 months.

### **6. Refund/Cancellation Policy**

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

B. Client further agrees and understands that changing his/her mind about the Mastermind Program, failing to follow through or understand the details of the Mastermind 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.

By checking the box on the purchase page confirming your agreement to these Terms, you also confirm you are given your unequivocal, clear, affirmative consent to your agreement with these automatic renewal terms and the cancelation policy.

## **7. Technology**

A. Mastermind Creators not responsible for any specific technology you may need in order to adequately view and utilize the Mastermind Program. Client's inability to access Mastermind 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. Mastermind Program and content contained within the Mastermind Program is not to be considered therapy or counseling, medical treatment or advice, and nothing within the Mastermind Program is intended to provide or act as a substitute for mental health treatment.

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

C. Mastermind 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 Mastermind 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 Mastermind 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 Mastermind Program and is solely responsible for any outcomes or results. While Mastermind Creators believe in their services and that the Mastermind 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 Mastermind Program and any results therein.

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

A. While many of Mastermind Creators' past and current clients have experienced wonderful benefits from the content contained in Mastermind Program, Coach cannot guarantee results from any of the content on Mastermind 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 Mastermind 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 Mastermind Program and work with Mastermind Creators on a purely voluntary basis and does not hold Membership Creators or Mastermind Program responsible should Client become dissatisfied with any portion of the Mastermind 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 Mastermind Program, as long as Mastermind Creators deliver the Mastermind Program as described in the Addendum below.

D. Client also understands Mastermind 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 Mastermind Program. The content provided by Mastermind Creators on his/her website and within the Members Site is comprised of information that has worked for Mastermind Creators and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Mastermind Creators cannot guarantee results from this Mastermind Program, and has no expectation of a specific result that he or she holds Mastermind Creators responsible for.

## **11. Intellectual Property**

A. Client agrees and understands that Mastermind Creators have created numerous original, creative works in connection with the Mastermind Program, and agrees that Mastermind Creators maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Mastermind 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 Mastermind 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 Mastermind Creators. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Mastermind Creators to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Mastermind 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 Mastermind Creators, without Mastermind Creators’ express written consent. If such behavior is discovered or suspected, Mastermind Creators reserve the right to immediately end Client’s participation in the Mastermind Program without refund, as well as access to any Mastermind 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: Mastermind Creators Limited License to Client: Client understands that in purchasing the Mastermind Program, she/he is gaining access to view all content and information available as part of the Mastermind 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 Mastermind 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 Mastermind Program without written permission by Mastermind Creators;
- ii. Post, distribute, copy, steal or otherwise use any portion of the Mastermind Program or its content, or information obtained via other members in the group Mastermind Program without written permission by Mastermind 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 Mastermind Creators as part of the Mastermind Program or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by Mastermind 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**

Client agrees at all times to defend, fully indemnify and hold Mastermind Creators and any affiliates, agents, team members or other party associated with Mastermind Creators harmless from any causes of action, damages, losses, costs, expenses incurred as a result of Client's use of Mastermind 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 Mastermind Program. Should Mastermind 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 Mastermind Creators' defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Mastermind Creators, free of charge.

## **13. Dispute Resolution**

A. Should a dispute arise between Mastermind 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 Mastermind Creators responsible for any specific results, or those results which have been achieved by other clients of Mastermind Creators.)

B. If unable to reach a resolution informally, Client and Mastermind 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 Mastermind 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**

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

### **Mastermind Program OUTLINE ADDENDUM**

Client understands, acknowledges, and agrees he/she is purchasing access to the Mastermind Program, with a 9-month commitment. While the below is subject to change, at the time of purchase, Mastermind Program includes access to the following:

1. Mastermind content, including videos, additional documents, replays of coaching calls/workshops
2. Access to Facebook group while an active member, may be extended by Mastermind Creator's discretion
3. Bi-Monthly Q&A Call with Mastermind Creators
4. Guest training/workshops
5. 1 co-working session per month
6. 2- 60 minute Growth Plan Call with Valerie Cap and Jennah Lear

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