Agreements

Our Privacy Policy was last updated on [April 5th, 2023].

Distribution Rights

Licensing Agree and Distribution Rights
https://www.changingcourses11.com/agreement

Distribution Rights
Can the Licensee sell the Product? YES
Can the Licensee sell resell rights or master resell rights? YES
Can the Licensee include the Product in a bundle or package and sell it at a higher price? YES
Can the Product be added to a paid membership site? YES
Can members of a paid membership site download the Product and be granted the Resell Rights? NO
Can the Licensee distribute the Product for free? NO
Can the Licensee offer the Product as a bonus to another product being sold? NO
Can the Product be sold on auction sites such as eBay.com? NO
Can the Product be sold or used in a dime sale event? NO
Can video training included in the Product be modified in any way? NO
Can video training included in the Product be uploaded to other hosts without modification? YES
Is the minimum sale price for the Product $497? YES
Can the Licensee sell the Product at any price point above $497? YES
Can discounts be applied to the Product's sale price? YES, provided that the discounted price does not fall below the minimum sale price of $497.
Can offer "cash back" promotions? YES, provided that the discounted price does not fall below the minimum sale price of $497.
Can offer gifts or bonus content as a marketing promotion? YES, so long as the gift or bonus content does not violate the terms and conditions provided in the licensing agreement.
MASTER RESELL RIGHTS LICENSE AGREEMENT
Acceptance of Terms and Conditions
By purchasing, using, or distributing the product, service, or software (the "Product") known as the Roadmap to Riches provided by Changing Courses 11 LLC, whether directly from Changing Courses 11 LLC or from an authorized licensee, you, the licensee, acknowledge and affirmatively represent that you have read, understood, and agree to be bound by the terms and conditions set forth in this Licensing Agreement ("Agreement"). If you do not agree to these terms and conditions, you must immediately cease any and all use of the Product and refrain from any further use, purchase or distribution thereof.
Your act of purchasing, using, or distributing the Product, whether directly from Changing Courses 11 LLC or from an authorized licensee, constitutes your acceptance of this Agreement, including any modifications or updates that Changing Courses 11 LLC may make to this Agreement from time to time. Any such modifications or updates will be effective immediately upon notice to you, which may be given by any reasonable means including via email or through an update posted on a website provided by Changing Courses 11 LLC.
THIS MASTER RESELL RIGHTS LICENSE AGREEMENT (the "Agreement") is made and entered into this day of purchase (the "Effective Date"), by and between Changing Courses 11 LLC, a limited liability company organized under the laws of the state of Tennessee, (hereinafter referred to as the "Licensor"),

and the purchaser, an individual/business entity (hereinafter referred to as the "Licensee"). The purchase signifies agreement with all terms and conditions laid out in this Agreement.

1. Grant of License:

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to resell the product known as "Roadmap to Riches" training program (hereinafter referred to as the "Product") in accordance with the terms of this Agreement. The Licensee may transfer the rights to resell this product if and only if the Licensee sells the product for the minimum price of $497.

2. Terms of License:

Licensee agrees to the following terms:

(a) Licensee shall not modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise tamper with the Product. This includes but is not limited to:

Selling portions of the product

Renaming the product

Product Name: “Roadmap to Riches” created and copyrighted by Changing Courses 11 LLC.

Changing material within the product

Changing the creator of the product

(b) Licensee shall not claim ownership of the Product copyright.

The Licensee may claim authorship of the product for marketing and sales purposes; but must include the Changing Courses 11 LLC copyrighted material and notices.

(c) Licensee may resell the Product to end users without transferring the Master Resell Rights if they so choose. Reselling to other resellers is permitted.

IF reselling the Master Resell Rights of this product, the Licensee agrees to include these terms and conditions with the product and to ensure that all customers adhere to the Entire Agreement.

Failure to adhere to these terms and conditions will result in the revocation of the Licensees resell rights and Changing Courses 11 LLC will purse legal action for damages caused by the misuse of this Product.

(d) Licensee is not permitted to give away the Product for free, or as part of a free bundle.

It is strictly prohibited for Licensees to share this Product as a “free” add on to a bundle or other opportunity.

The Licensee MAY include additional content or opportunities with the Product so long as those opportunities do not conflict with the Community Agreement for the Roadmap to Riches original community owned by Changing Courses 11 LLC.

(e) Licensee agrees to use only the official marketing materials for the promotion of the Product.

Changing Courses 11 LLC does not endorse or permit the use of income claims for the purpose of marketing the Product.

The Licensee agrees to indemnify Changing Courses 11 LLC from any damages sought from the Licensee that are a direct result from advertising income claims.

The Licensee agrees that they are responsible for their own business and that Changing Courses 11 LLC is not a part of nor endorses the actions of their business entity.

(f) Third-Party Payment Platforms

The Licensee acknowledges and agrees to use third-party payment platforms ("Payment Platform") for the sale and distribution of the Product.

The Licensee agrees to comply with all terms, conditions, policies, and guidelines of the Payment Platform and to conduct all transactions in compliance with all applicable laws and regulations.

The Licensee shall indemnify, defend, and hold harmless Changing Courses 11 LLC, its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, arising from or relating to the Licensees use of the Payment Platform, including but not limited to the Licensees non-compliance with the Payment Platform's terms, conditions, policies, guidelines, or any applicable laws or regulations.

Changing Courses 11 LLC is not responsible or liable for any aspect of the

Payment Platform, including but not limited to, the availability, accuracy, reliability, or legality of the Payment Platform. Changing Courses 11 LLC makes no representations, warranties, or guarantees regarding the Payment Platform.

The Licensee acknowledges and agrees that any dispute or claim arising out of or in connection with the Payment Platform is between the Licensee and the Payment Platform, and Changing Courses 11 LLC shall have no liability or obligation in connection therewith.

(g) Minimum Sale Price

The Licensee agrees that the minimum sale price for the Product shall be $497.00 USD ("Minimum Sale Price"). Any discounts, promotions, or other pricing strategies employed by the Licensee must maintain the sale price at or above the Minimum Sale Price.

In no event shall the Licensee offer or apply any discounts or promotions that would result in the sale price of the Product falling below the Minimum Sale Price.

The Licensee acknowledges and agrees that failure to adhere to the Minimum Sale Price may result in immediate termination of this Agreement, at Changing Courses 11 LLC's sole discretion, in addition to any other remedies available to Changing Courses 11 LLC under law or equity.

The Licensee shall indemnify, defend, and hold harmless Changing Courses 11 LLC, its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, arising from or relating to the Licensee's failure to maintain the Minimum Sale Price.

(h) Gifts and Bonuses

The Licensee is permitted to offer gifts or bonuses as part of the promotion of the Product, provided that these offerings do not function as a discount on the Product's sale price, which must remain at or above the Minimum Sale Price as stated in the "Minimum Sale Price" section of this Agreement.

The Licensee acknowledges and agrees that any gift or bonus offered must be separate from and not linked to a reduction in the sale price of the Product below the Minimum Sale Price.

The Licensee agrees that failure to adhere to these conditions may result in immediate termination of this Agreement, at the sole discretion of Changing Courses 11 LLC, in addition to any other remedies available to Changing Courses 11 LLC under law or equity.

The Licensee shall indemnify, defend, and hold harmless Changing Courses 11 LLC, its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, arising from or relating to the Licensee's offering of gifts or bonuses in violation of these terms.

(i) Community Guidelines

The Licensee agrees to abide by the community guidelines ("Community Guidelines") established by Changing Courses 11 LLC for its original community. (See community guidelines below this agreement.)

The Licensee acknowledges that the Community Guidelines are integral to the maintenance of a respectful and harmonious community, and agrees to conduct all activities related to the Product in accordance with these guidelines.

Failure to adhere to the Community Guidelines may result in immediate termination of this Agreement, at the sole discretion of Changing Courses 11 LLC, in addition to any other remedies available to Changing Courses 11 LLC under law or equity.

The Licensee shall indemnify, defend, and hold harmless Changing Courses 11 LLC, its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, arising from or relating to the Licensee's failure to comply with the Community Guidelines.

(j) Agreement Modification and Supersession

The Licensee acknowledges and agrees that this Agreement is the complete and exclusive statement of the agreement between the Licensee and Changing Courses 11 LLC, and that it supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

The Licensee is not permitted to modify or amend this Agreement in any manner, including by adding their own business name, without the express written consent of Changing Courses 11 LLC. Any such unauthorized modification or amendment will be null and void.

The Licensee agrees not to enter into any other contract or agreement that would supersede, alter, or conflict with this Agreement. Any such contract or agreement will be null and void to the extent that it conflicts with this Agreement.

The Licensee shall indemnify, defend, and hold harmless Changing Courses 11 LLC, its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, arising from or relating to the Licensee's unauthorized modification of this Agreement or entry into a superseding contract.

(k) Return Policy

The Licensee acknowledges and agrees that due to the nature of the Product being eligible for download, all sales of the Product are final and non-refundable.

This policy is in place to prevent potential misuse, including scenarios where a customer could download the Product, request a refund, and consequently retain the Product free of charge.

The Licensee must clearly communicate this return policy to their customers prior to the sale of the Product, ensuring that customers understand that they are purchasing a non-refundable product.

Failure to comply with this return policy or any misrepresentation of it to customers may result in immediate termination of this Agreement, at the sole discretion of Changing Courses 11 LLC, in addition to any other remedies available to Changing Courses 11 LLC under law or equity.

(l) Procedure in Event of Refund

In the unlikely event that a refund is issued to a customer, the customer is required to return all copies of the Product within ten (10) days of the date of refund.

The customer must provide proof satisfactory to Changing Courses 11 LLC that all copies of the Product in their possession have been deleted, destroyed, or otherwise made unavailable for their use.

Notwithstanding the refund, the customer remains bound by the terms of this Agreement that survive termination, including but not limited to the obligations of non-disclosure, non-disparagement, and any other provisions intended to survive termination.

The customer acknowledges and agrees that failure to comply with these requirements may result in legal action by Changing Courses 11 LLC, including but not limited to claims for breach of contract, copyright infringement, or other appropriate legal remedies.

(m) Non-Disparagement

The Licensee agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Changing Courses 11 LLC, its employees, directors, and officers.

This prohibition extends to statements made in any manner or medium, including, without limitation, oral statements, written statements, online forums, blogs, social media sites, and other electronic forms of communication.

The Licensee understands and agrees that this clause extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients.

Any breach of this non-disparagement clause shall be a material breach of this Agreement, which may result in immediate termination of the Agreement, at the sole discretion of Changing Courses 11 LLC, in addition to any other remedies available to Changing Courses 11 LLC under law or equity.

(n) Non-Disclosure

The Licensee acknowledges that in the course of this Agreement they may have access to confidential and proprietary information ("Confidential Information") of Changing Courses 11 LLC. Confidential Information includes but is not limited to customer lists, business plans, financial data, marketing plans, product specifications, and other proprietary knowledge related to the Product or Changing Courses 11 LLC.

The Licensee agrees that they will not disclose, disseminate, or make available any Confidential Information received from Changing Courses 11 LLC, directly or indirectly, to any third party without the prior written consent of Changing Courses 11 LLC.

The Licensee further agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, dissemination, or publication of Confidential Information, including ensuring that any employees, contractors, or other agents who have access to Confidential Information sign a non-disclosure agreement.

Any violation of this non-disclosure clause will be considered a material breach of this Agreement and may result in immediate termination of the Agreement, at the sole discretion of Changing Courses 11 LLC, in addition to any other remedies available to Changing Courses 11 LLC under law or equity.

(o) Audit Rights

Changing Courses 11 LLC reserves the right to audit, at its sole discretion and at any reasonable time, the Licensee's books, records, and operations related to the use, sale, and distribution of the Product to ensure compliance with this Agreement.

(p) Quality Control

The Licensee agrees to maintain high standards of quality in line with Changing Courses 11 LLC's specifications and expectations in the use, sale, and distribution of the Product. Changing Courses 11 LLC reserves the right to inspect and approve the Product before it is made available to the public.

(q) Non-Compete Clause

The Licensee agrees not to use the Product, or any part thereof, to develop a product that directly competes with Changing Courses 11 LLC's offerings. The Licensee further agrees not to enter into a similar licensing agreement with a direct competitor of Changing Courses 11 LLC during the term of this Agreement and for a period of one year following its termination.

(r) Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

(s) Confidentiality

The Licensee agrees to treat all proprietary information related to the Product and Changing Courses 11 LLC as strictly confidential and not to disclose such information to any third parties without the prior written consent of Changing Courses 11 LLC.

(t) Amendments

Changing Courses 11 LLC reserves the right to amend or modify the terms and conditions of this Agreement at its sole discretion at any time. The Licensee acknowledges and agrees that it is their sole responsibility to review this Agreement periodically to familiarize themselves with any modifications. Continued use of the Product after any such modifications constitutes the Licensee's agreement to such changes.

(u) Licensee Responsibility

The Licensee acknowledges and agrees that it is their sole responsibility to thoroughly understand and educate themselves about the Product and its intended uses. This understanding must be adequately communicated to their customers to ensure appropriate use and expectations of the Product. Any marketing or promotional activities conducted by the Licensee must accurately reflect the Product's purpose and capabilities. Marketing of the Product under false pretenses, misrepresentation, or any form of deceptive practice is strictly prohibited and constitutes a material breach of this Agreement.

The Licensee shall bear all responsibility and liability for any false, misleading, or inaccurate representations made in relation to the Product.

(v) ***Community Obligations and Compliance with Terms and Conditions: The Licensee acknowledges and agrees that, upon creation of any community, forum, or other platform (collectively, the "Community") under the scope of this license, the Licensee shall:***

Provide all Community members with a clear and conspicuous copy of Changing Curses 11 LLC's Terms and Conditions and Community Guidelines (collectively, the "Guidelines"), and require each member to

expressly agree to abide by the Guidelines as a condition of participation in the Community;

Implement and maintain reasonable measures, policies, and procedures to monitor and enforce compliance with the Guidelines by all Community members, including, without limitation, promptly investigating any reports or complaints of violations, taking appropriate action to address confirmed violations, and documenting all such enforcement actions;

Notify Changing Curses 11 LLC in writing of any violations of the Guidelines by Community members within five (5) business days of becoming aware of such violations, and provide any relevant information and documentation that Changing Curses 11 LLC may reasonably request in connection with the investigation, enforcement, or resolution of such violations; and

Cooperate fully with Changing Curses 11 LLC in the investigation, enforcement, and resolution of any alleged or confirmed violations of the Guidelines by Community members, including, without limitation, implementing any corrective action or remedy that Changing Curses 11 LLC may deem appropriate in its sole discretion.

Failure to comply with the obligations set forth in this clause may result in the termination of this license, legal action, or any other remedy available to Changing Curses 11 LLC under applicable law.

3. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

Systematically retrieve data or other content from the Services or Product to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Changing Courses 11 LLC.

Trick, defraud, or mislead Changing Courses 11 LLC and other users, especially in any attempt to learn sensitive account information such as user passwords, potential leads, promotional secrets, or any other business information.

Circumvent, disable, or otherwise interfere with security-related features of the Product, including features that prevent or restrict the use of copying of any Content or enforce limitations on the use of the Product and/or the Content contained therein.

Disparage, tarnish, or otherwise harm, in the opinion of Changing Courses 11 LLC, the Product, potential competition, or Changing Courses 11 LLC and its employees, owners, partners, or anyone else that Changing Courses 11 LLC deems suitable to this prohibited activity.

Use any information obtained from the Product in order to harass, abuse, or harm another person.

Make improper use of our support services or submit false reports of abuse or misconduct.

Use the Product in a manner inconsistent with any applicable laws or regulations.

Engage in unauthorized framing of or linking to the Product.

Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including party's uninterrupted use and enjoyment of the Product or modifies, impairs, disrupts, alters, or interferes with the use, features, function, operation, or maintenance of the Product.

Delete the copyright or other proprietary rights notices from any Content or the Product.

Attempt to impersonate another user or person or use the username of another user of the Product who is a Licensee of the Product.

Interfere with, disrupt, or create an undue burden on the Product or Changing Courses 11 LLC or the networks or services connected to the Product.

Harass, annoy, intimidate, or threaten any of Changing Courses 11 LLC employees, affiliates, owners, executive staff, or agents engaged in providing any portion of the Product, Services, or Licensing to you, the Licensee.

Attempt to bypass any measures of the Product designed to prevent or restrict access to the Product, or any portion of the Product.

Use a buying agent or purchasing agent to make purchases of the Product.

3. Intellectual Property:

All copyrights, patents, trademarks, trade secrets, and other intellectual property rights in the 'Roadmap to Riches' product ("the Product") are and shall remain the sole and exclusive property of Changing Courses 11 LLC ("Licensor"). The Licensee is granted a non-exclusive, non-transferable, revocable right to resell the Product in accordance with the terms of this agreement. This agreement does not convey to the Licensee any rights of ownership in or related to the Product, or any intellectual property rights owned by the Licensor. Any use of the Licensor's intellectual property, including but not limited to trademarks, trade dress, or logos, must be in compliance with any brand guidelines provided by the Licensor and must acknowledge the Licensor's ownership of such intellectual property. The Licensee shall not attempt to register, or assist others in registering, any trademark, copyright, or other intellectual property that is substantially similar to the Licensor's. In the event the Licensee becomes aware of any potential infringement of the Licensor's intellectual property rights, the Licensee must promptly notify the Licensor in writing.

4. Indemnification:

The Licensee agrees to indemnify, defend, and hold harmless Changing Courses 11 LLC ("Licensor"), and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related but not limited to: (a) any breach or non-fulfillment of any representation, warranty, or covenant contained in this agreement, or any other agreement contemplated hereby, by the Licensee; (b) any use or misuse of the 'Roadmap to Riches' product by the Licensee or any third party gaining access to the product through the Licensee; or (c) any infringement of intellectual property rights arising from the Licensee's unauthorized use or modification of the product.

Limitation of Liability: To the maximum extent permitted by applicable law, in no event shall Changing Courses 11 LLC ("Licensor"), its affiliates, directors, employees or its licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, the 'Roadmap to Riches' product. Under no circumstances will the Licensor be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Product or the information contained therein. To the maximum extent permitted by applicable law, the Licensor assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from the Licensee's access to and use of the Product; (c) unauthorized access to or use of Licensor's secure servers and/or any and all personal information stored therein; (d) interruption or cessation of transmission to or from the Product; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Product by any third party; (f) errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Product; and/or (g) user content or the defamatory, offensive, or illegal conduct of any third party.

5. Termination:

This Agreement shall commence on the Effective Date of Purchase and shall continue in full force until terminated as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing the other party a written notice of termination. Upon termination of this Agreement for any reason, all rights granted to the Licensee under this Agreement, including the right to resell the 'Roadmap to Riches' product, shall immediately cease, and the Licensee shall immediately cease all use, promotion, and sales of the Product. The Licensee shall also, within 10 days of the termination date, destroy or return to the Licensor any confidential information or materials provided by the Licensor under this Agreement. Termination of this Agreement shall not affect any rights or obligations that: (a) are meant to survive termination (including but not limited to indemnification and limitations of liability); and/or (b) have accrued prior to such termination.

6. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, United States, without regard to its conflict of laws rules. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee, in each case located in the city of Nashville and County of Davidson. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

7. Revocation of License

The Licensee acknowledges and agrees that any violation of the terms and conditions of this Agreement, including but not limited to the unauthorized sale, distribution, modification, or use of the Product, will result in the immediate revocation of the license granted herein.

Upon revocation of the license, the Licensee shall immediately cease all use, sale, distribution, and promotion of the Product and all associated materials. The Licensee shall also remove the Product from any and all platforms where it may be available, including but not limited to websites, membership sites, and online stores.

The Licensee understands and agrees that revocation of the license does not absolve the Licensee of any obligations under this Agreement, including but not limited to the obligation to maintain the minimum sale price and to refrain from offering the Product as a bonus or selling it on auction sites.

Upon revocation of the license, Changing Courses 11 LLC reserves the right to pursue any and all legal remedies available under law or equity.

8. Updates to Terms and Conditions

Changing Courses 11 LLC reserves the right to modify or update these terms and conditions at any time, at its sole discretion. Any such modifications or updates will be effective immediately upon posting on the official website of Changing Courses 11 LLC or upon notification to the Licensee.

https://changingcourses11.com/agreements

The Licensee acknowledges and agrees that it is their responsibility to review these terms and conditions periodically and to stay aware of any modifications or updates.

Continued use of the Product after any such modifications or updates constitutes the Licensee's acceptance of the new terms and conditions. If the Licensee does not agree to any changes in the terms and conditions, their license to use and sell the Product will be immediately revoked, and they must cease all use, sale, distribution, and promotion of the Product.

Changing Courses 11 LLC reserves the right to pursue any and all legal remedies available under law or equity in the event of violation of the updated terms and conditions.

9. Third-Party Protection:

The Licensee acknowledges and agrees that any obligation or liability arising from this Agreement is solely of the Licensee and not of any director, officer, employee, agent, or shareholder of Changing Courses 11 LLC ("Licensor"). The Licensee agrees to take all necessary measures to assure that no third-party will seek to hold any director, officer, employee, agent, or shareholder of the Licensor responsible for any liability or obligation of the Licensee under this Agreement. The Licensee will indemnify and hold harmless the Licensor and its directors, officers, employees, agents, and shareholders from and against all damages, losses, costs and expenses, including actual attorneys' fees and costs, resulting from any such third-party claim, suit or proceeding.

10. Confidentiality

Both parties agree to keep confidential all non-public information obtained from the other party that is marked as confidential or reasonably should be assumed to be confidential, unless required to disclose such information by law or regulatory authority.

11. Dispute Resolution

Any disputes arising out of or relating to this Agreement will first be attempted to be resolved through good faith negotiation between the parties. If a resolution cannot be reached, the parties agree to use a mutually agreed-upon mediator before resorting to litigation.

12. Representations and Warranties

The Licensor represents and warrants that it has the full right and authority to license the 'Roadmap to Riches' product under this Agreement and that the

Product does not infringe on the rights of any third party.

13. Compliance with Laws

The Licensee agrees to comply with all applicable laws, regulations, and ordinances in the performance of this Agreement, including but not limited to laws pertaining to intellectual property rights and resale of products.

14. Assignment

This Agreement is personal to the Licensee and may not be assigned or transferred to any third party without the prior written consent of the Licensor.

15. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, national emergencies, war, terrorist acts, riots, strikes, or governmental action.

16. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Using the Product, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Product, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF THE TRANSACTIONS INITIATED OR COMPLETED BY CHANGING COURSES 11 LLL OR VIA THE PRODUCT. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or others laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

17. CORRECTIONS

The Parties acknowledge that despite their best efforts, errors or discrepancies may occur in the drafting of this Agreement. Therefore, if any typographical errors, discrepancies, inconsistencies, ambiguities, omissions or similar errors are found in this Agreement, Changing Courses 11 LLC shall have the unilateral right, but not the obligation, to correct such errors or discrepancies in order to ensure the integrity and clarity of the Agreement, without the requirement for the consent or approval of any other Party. Any corrections made under this clause will be effective immediately upon notice to the other Parties, which may be given by any reasonable means including via email or through an update posted on a website provided by Changing Courses 11 LLC.

18. DISCLAIMER

The Parties acknowledge and agree that the product, service, or software (the "Product") provided under this Agreement is delivered "as is," without any warranties or representations, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, or any other warranties arising from course of dealing, usage or trade practice. Changing Courses 11 LLC reserves the unilateral right, but not the obligation, to make any changes, improvements, modifications, or updates to the Product at any time, without the requirement for the consent or approval of any other Party. Any such changes will be effective immediately upon notice to the other Parties, which may be given by any reasonable means including via email or through an update posted on a website provided by Changing Courses 11 LLC.

19. MODIFICATIONS AND INTERRUPTIONS

The Parties acknowledge and agree that Changing Courses 11 LLC reserves the unilateral right, but not the obligation, to modify, suspend, or discontinue, temporarily or permanently, any part or all of the Product or service provided under this Agreement, at any time and for any reason, without the requirement for the consent or approval of any other Party. Changing Courses 11 LLC shall not be liable to any Party or to any third party for any modification, suspension, or discontinuance of the Product or service, or any part thereof. Any such changes, suspensions, or discontinuances will be effective immediately upon notice to the other Parties, which may be given by any reasonable means including via email or through an update posted on a website provided by Changing Courses 11 LLC.

Enforcement and Future Modifications

The Parties understand and agree that if the licensee ("You") fails to comply with any of the terms and conditions set forth in this Licensing

Agreement, the licensor, Changing Courses 11 LLC ("We" or "Us"), reserves the right to seek appropriate legal remedies, including but not limited to filing a lawsuit for breach of contract.

This right of enforcement extends to any modifications, additions, or updates to the terms and conditions of this Licensing Agreement made in the future. You agree that We reserve the right to modify the terms and conditions of this Licensing Agreement at any time, and it is your responsibility to review the Agreement periodically for any such changes. Your continued use of the licensed materials or failure to terminate this Agreement after such changes have been posted constitutes your acceptance of these changes.

If you violate any future updates, modifications, or additions to this Licensing Agreement, We will have the right to enforce the updated Agreement and seek all available remedies, including the filing of a lawsuit.

19. California Residents:

If any complaint with Changing Courses 11 LLC is not satisfactorily resolve, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

20. Entire Agreement

This Agreement constitutes the entire agreement between the Licensee and Changing Courses 11 LLC ("Licensor") with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the Licensor. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

21. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us (Changing Courses 11 LLC, The Licensor) on the Product or in respect to the Product constitute the entire agreement and understanding between you and us (The Licensor, Changing Courses 11 LLC and the Licensee, The Buyer). Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligation to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, the provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provision . There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Legal Terms of use of the Product. You agree that these Legal Terms will be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic for of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

Changing Courses 11 LLC Community Guidelines

Welcome to our community. As members, we commit to uphold the values of integrity, honesty, diligence, trust, and ethics. We believe in treating each other with respect and fostering a positive, supportive environment. In order to ensure the best experience for all members, we ask that you follow these guidelines:

Integrity and Honesty: Be transparent and honest in your interactions. Misleading conduct, misrepresentation, or manipulation is not tolerated.

Diligence: Show commitment and diligence in all your activities related to the community. Be attentive and considerate to the needs and queries of other members.

Trust: Build trust through your actions. Do not breach the trust of others, misuse information, or take advantage of situations for personal gain at the expense of others.

Ethics: Respect and uphold the ethical guidelines of the community. Any actions that contravene these guidelines, including illegal activities or unethical conduct, are strictly prohibited.

No Lead Poaching: Respect the business interests of all members. Stealing leads or poaching from social media, or attempting to do so, is strictly prohibited. Respect the rights of others to their own client relationships.

Respectful Communication: Treat others with kindness and respect. Any form of harassment, bullying, or discrimination will not be tolerated.

Confidentiality: Respect the confidentiality of discussions and proprietary information. Do not disclose or share confidential information without appropriate consent.

Compliance with Agreement: Comply with the terms and conditions of the established agreement at all times.

Compliance with Laws: Comply with all applicable laws and regulations in your interactions within and on behalf of the community.

Failure to adhere to these community guidelines may result in immediate termination of your membership, at the sole discretion of Changing Courses 11 LLC, in addition to any other remedies available to Changing Courses 11 LLC under law or equity.

We appreciate your commitment to these guidelines and look forward to a thriving, respectful, and positive community.

Last updated 05-17-22