

@ChronicEntrepreneurClub: Chronically Visible
Terms of Purchase
Zaytseva, LLC

THE AGREEMENT: By choosing to click "Enroll Now," "Join Now," "Buy Now," "Purchase," or any other descriptor on the Add to Cart/Purchase buttons/links, entering your purchasing card information, or any other method of enrollment, you (the "Client") agree to be provided with services, programs, and/or products by @ChronicEntrepreneurClub (the "Program Provider") or Valeriya Zaytseva (the "Coach"), acting on behalf of Zaytseva, LLC (the "Company"), and you are entering into a legally binding agreement (the "Agreement") with the Company, subject to the following Terms of Purchase.

All parts and sub-parts of this Agreement are specifically incorporated by reference here. This Agreement shall govern the use of all pages and screens in and on the Program (all collectively referred to as "Program") and any services provided by or on this Program Provider through the Course ("Services") and/or on the Program Provider's website ("Website").

Article 1 - DEFINITIONS:

A) The parties referred to in this Agreement shall be defined as follows:

- I) Program Provider, us, we: Program Provider, as the creator, operator, and publisher of the Program, is responsible for providing the Program publicly. Program Provider, us, we, our, ours and other first-person pronouns will refer to the Program Provider, as well as, if applicable, all employees and affiliates of the Program Provider.
- II) You, the user, the Client: You, as the Client and participant in the Program and user of the Website, will be referred to throughout this Agreement with second-person pronouns such as you, your, yours, or as user or participant.
- III) Parties: Collectively, the parties to this Agreement (Program Provider and You) will be referred to as Parties.

B) The Program details are as follows:

- I) Program Name: Chronically Visible
- II) The Program includes:
 - Pre-recorded training videos
 - Accountability forms/worksheets
 - 1 Member Hub hosted on Facebook Groups (or other platform if circumstances arise)

- A) Some materials of the Program will be delivered through the Club Website. The Client shall not damage the Club website or engage in any illegal or fraudulent activity on it.
- B) The Program includes a private Member Hub hosted on Facebook Groups. The Company, Club, and Coach are not liable for any limitation of access to the Member Hub caused by Facebook. The Client shall abide by any guidelines set in the Member Hub, and Coach or Club or Company may remove the Client's access to the Member Hub at any time for any reason. The Member Hub may be archived or deleted at any time for any reason by the Company, Club, and/or Coach.
- C) The Coach sets the dates and times for the program. The Client will not receive any partial or full refund if the Client is unable to attend some or all of the program. The Client acknowledges that the Coach will schedule program activities at all times of day to accommodate time zones around the world and that not all program activities will be within their daylight hours.
- D) (If a bonus) If the Client scheduled a time for a private coaching call that does not work for him/her, the Client must either cancel or reschedule at least 24 hours prior to the time via email support@chronicentrepreneurclub.com or through the respective scheduling application. Any calls cancelled or rescheduled with less than 24 hours' notice shall be forfeited.
 - a. If the Client shows up late to the scheduled private coaching call, it will be forfeited after 10 minutes.
 - b. If the Client does not reschedule within the required time frame and does not show up at the scheduled time the Client will forfeit the private coaching call and will not receive a refund for the private coaching call.
 - c. The Client shall schedule all private coaching calls within the timeframe given by the Coach in the Build a Fluid Foundation Member Hub or email notifications. Failure to do so will result in a forfeited private coaching call and no partial or full refund will be provided.

III) Total Program Fees ("Fees"): Are determined by the price listed on the Sales Page at the time of Purchase. The Fees can be viewed via receipt or payment history.

IV) Program URL: <https://www.chronicentrepreneurclub.com/sign-in/>

V) Course Start Date: Open Enrollment

VI) Course End Date: When Client finishes the program

VII) The extent of services provided by the Coach and Program Provider are pursuant to this Agreement and will be limited to those contained therein.

VIII) The Coach and Program Provider have the right to substitute services equal to or similar to the Program for the Client if reasonably required by the prevailing circumstances.

IX) The Client agrees to be present, prepared, and open to complete the work, ask appropriate questions, follow guidance, and support other Clients. The Client is responsible for his/her own success and meeting objectives

Article 2 - ASSENT & ACCEPTANCE:

By purchasing and participating in the Program, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please cease your participation in the Program immediately. If you do so after purchase, you will not be entitled to any refund. Program Provider only agrees to provide the Program to you if you assent to this Agreement.

Article 3 - LICENSE TO USE WEBSITE & ACCESS COURSE MATERIALS:

We may provide you with certain information as a result of your accessing of the Program through the Website. Such information may include, but is not limited to, documentation, data, or information developed by us and other materials which may assist in your participation in the Program ("Materials"). Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable and revocable license to use the Materials solely in connection with your participation in the Program and your use of the Website. The Materials may not be used for any other purpose, and this license terminates upon your completion of the Program, your cessation of use of the Program or the Website, or at the termination of this Agreement. The Client shall not share, copy, disseminate, distribute, and/or sell the materials for either non-commercial or commercial purposes.

Article 4 - PROGRAM TERMS:

After purchasing the Program, you may not be able to begin until the specified Program Start Date. You must complete the Program by the specified Program End Date.

The Program and any of its accompanying Materials may not be shared with any party. If we suspect that the Course or Materials are being shared and/or that you have shared your log-in information with any party, we reserve the right to immediately terminate your access to the Program, in our sole and exclusive discretion.

We do not offer any promises or guarantees with regard to our Program or Program Materials. You hereby acknowledge and agree:

- A) You are solely and exclusively responsible for the choices that you make with regard to this Program, the Materials contained within it, or any significant changes to your business or life;
- B) You are solely and exclusively responsible for your own mental health, physical health, business decisions, and any other actions or inaction you choose to take;

- C) We are not liable for any result or non-result or any consequences which may come about due to your participation in the Program;
- D) This Course does not constitute a therapeutic relationship or a medical one. We do not provide therapy or medical services and you are responsible for procuring these services at your own will and discretion if needed.

Recording and Redistribution of Calls and Release:

- A) You acknowledge that group coaching sessions, video trainings, Intensives and/or private coaching calls may be recorded. You also acknowledge that the recordings may be redistributed and/or resold at a later date as part of a separate package sold by us.
- B) We may take photographs, videos, audio recordings, or other recordings during the Program we may use for future commercial or non-commercial purposes. You agree and understand that by participating in the Program, you are consenting to being recorded and photographed and the use your resemblance, writing, and voice in any media in perpetuity by us for whatever purpose as the Company sees fit.

Article 5 – DISCLAIMERS:

- A) By participating in the Program, you acknowledge that we are not a medical doctor, therapist, psychologist, naturopath, attorney, financial advisor, investment advisor, wealth manager, physical trainer, or any other healthcare provider. Our services do not replace the care of other professionals. Coaching will not be interpreted or take place in any way as psychological counseling or any other type of therapy or advice.
- B) The Coach may provide you with information relating to products that the Coach believes might help the Client, but such information is not to be taken as an endorsement or recommendation. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided.
- C) The Coach may provide you with third-party referrals for services such as photography, advertising, finance, wealth management, web or graphic design, employment, business, health, or other related services. You agree that these are only referrals and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party referral.
- D) Any testimonials, earnings, or examples shown through our website, programs, and/or services are only examples of what may be possible for you. There can be no assurances that any particular financial, strategic, or tactical outcome based on the use of our programs and/or services. You acknowledge that we have not and do not make any representations as to the future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of use of our website, programs, products or services.

Article 6 - INTELLECTUAL PROPERTY:

You agree that the Materials, the Course, the Website, and any other Services provided by the Course Provider are the property of the Course Provider, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

The Coach, Club, and Company maintains all of the copyright and other intellectual property rights and any other data or material used whether finished or unfinished. Nothing in this Agreement transfers ownership of or rights to any intellectual property of the Coach, Club, and Company to the Client, nor grant any right or license other than those stated in this Agreement.

The Client may not claim to be an expert in or of the Program and may not reteach any of the educational, informational, or consulting material therein.

Article 7 - CONTENT YOU POST:

Through your participation in the Course and your use of the Website, you may be permitted to post materials to the Course pages and other parts of the Website ("User Contributions"). You hereby grant Course Provider a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of User Contributions you post. The Course Provider claims no further proprietary rights in your User Contributions.

You also agree to comply with the "Acceptable Use" provision of this Agreement for all User Contributions that you post, including and especially to not violate the intellectual property rights of any third party through your User Contributions.

If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

Article 8 - YOUR OBLIGATIONS:

As a participant in the Course, you will be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to participate in the Course. You must not share such identifying information with any third party, and if you discover that your identifying information has been

compromised, you agree to notify us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information.

The billing information you provide us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of your identifying information. Providing false or inaccurate information or using the Course or the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

OBLIGATIONS: As a participant in the Course, you will be asked to undertake and complete the following obligations:

The Client agrees to be open minded to the Coach's or Club's methods and take part in the services as suggested. The Client understands that the Coach or Club has made no guarantees as to the outcome of the Program. The Coach may revise methods or parts of the Program based on the needs of the Client.

The Client must ask for help in a timely and appropriate manner (within the bounds of the Program) when needed and not to assume assistance from the Coach or Club. The Client will be patient while creating a resolution with the Coach or Club. The Client understands that the Coach or Club will not always provide direct answers, as is the nature of coaching services.

The Client must always do the best that the Client can at the given time, providing quality work. The Client understands that quality work may require time and effort, and therefore, should use the time given to make the necessary effort.

Article 9 - PAYMENT & FEES:

As noted above, the total Fees for the Course are as listed on the Sales Page at the time of purchase.

Payment plans are available for the payment of the Course Fees. Such payment plans are structured as follows:

Pay In Full (PIF): Automatic Full Price Payment at time of purchase

Payment Plan A (PPA): Automatic Deposit and an Automatic Bi-weekly Payment 14 days from the time of purchase.

(If provided on Sales Page at time of purchase) Payment Plan B (PPB): Automatic Deposit and an Automatic Weekly Payment 7 days from the time of purchase.

If payment is not complete by the specified payment plan, you will forfeit your place in the Course.

- A) The Coach, Club, and Company does not offer refunds to ensure that the Client is fully committed to the Program which encourages a higher success rate.
- B) The Client authorizes the Coach, Club, and Company to charge the credit card(s) at the time that charges are due and shall not require a separate authorization for each charge.
- C) In the circumstance that the Client fails to make any of the payments within a payment plan during the timeframe, the Coach, Club, and Company has the right to immediately revoke participation by the Client until payment is paid in full, including revoking access to the Member Hub, forms, email notifications, group coaching calls, video trainings, Intensives, and private coaching calls.
- D) The Client will not make any chargebacks to the Coach's, Club's, and Company's account. The Client will pay for any fees associated with recouping payment, including but not limited to collections fees and attorneys' fees.

Article 10 - ACCEPTABLE USE:

You agree not to use the Course or the Website for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Course or the Website in any way that could damage the Course, Website, Services, or general business of the Course Provider.

a) You further agree not to use the Course or the Website:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Course Provider or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

Article 11 - AFFILIATE MARKETING & ADVERTISING:

We engage in affiliate marketing whereby we receive a commission on or percentage of the sale of goods or services on or through the Course and/or Website. We may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising

compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.

Article 12 - NO LIABILITY:

The Course and Website are provided for informational purposes only. You acknowledge and agree that any information posted in the Course, in the Materials, or on the Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your participation in the Course is at own risk. We do not assume responsibility or liability for any advice or other information given in the Course, in the Materials, or on the Website.

Article 13 - REVERSE ENGINEERING & SECURITY:

You agree not to undertake any of the following actions:

- A) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Course or Website;
- B) Violate the security of the Course or Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

Article 14 - DATA LOSS:

We do not assume or accept responsibility for the security of your account or content. You agree that your participation in the Course or use of the Website is at your own risk.

Article 15 - INDEMNIFICATION:

You agree to defend and indemnify the Course Provider and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your participation in the Course, your use or misuse of the Website, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select our own legal counsel and may participate in our own defense, if we wish.

Article 16- SPAM POLICY:

You are strictly prohibited from using Course for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

Article 17 - MODIFICATION & VARIATION:

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

Article 18 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Parties with respect to the Course. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

Article 19 - SERVICE INTERRUPTIONS:

We may need to interrupt your access to the Course to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Course and/or Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused as a result of such downtime.

Article 20 - TERM, TERMINATION & SUSPENSION:

We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

Please be advised that terminating this Agreement does not entitle you to a refund on any monies spent with us.

There will not be a termination issued from the Client.

The Client may *not* terminate this Agreement even if the Client him/herself can no longer participate in the program because of a severe situation, such as a medical order given by a specialist or physician, loss in the family, or death.

Article 21 - NO WARRANTIES:

You agree that your participation in the Course and your use of the Website is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Course or Website will meet your needs or that the Course or Website will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information in the Course or on the Website. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your participation in the Course or your use of the Website is your sole responsibility and that we are not liable for any such damage or loss.

Article 22 - LIMITATION ON LIABILITY:

We are not liable for any damages that may occur to you as a result of your participation in the Course or your use of the Website, to the fullest extent permitted by law, as noted above. The maximum liability of Course Provider arising from or relating to this Agreement is limited to the greater of one hundred (\$100) US Dollars or the amount you paid to us in the last six (6) months. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

Article 23 - GENERAL PROVISIONS:

A) LANGUAGE: All communications made, or notices given pursuant to this Agreement shall be in the English language.

B) JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Course and your use of the Website, you agree that the laws of Florida shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and us, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: United States of America, Florida. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

C) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: United States of America. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Florida. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by us will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

D) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by Course Provider, the rights and liabilities of Course Provider will bind and inure to any assignees, administrators, successors, and executors.

E) **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

F) **NO WAIVER:** In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

G) **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

H) **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

I) **FORCE MAJEURE:** We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

J) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: support@chronicentrepreneurclub.com.