

@ChronicEntrepreneurClub: CoWorking Sessions: Behind The Scenes

Terms of Purchase

Zaytseva, LLC

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 "Club") 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 and Conditions:

Terms:

1. Upon execution of this Agreement, the Coach and Club agrees to provide services in accordance with the CoWorking Sessions: Behind The Scenes program (the "Program").
2. The extent of services provided by the Coach and Club are pursuant to this Agreement and will be limited to those contained therein.
3. The Coach and Club has the right to substitute services equal too or similar to the Program for the Client if reasonably required by the prevailing circumstances.
4. 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.
5. The Program (may) include(s):
  1. Training videos
  2. Downloadable documents
  3. 1 Bonus private coaching call
6. 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.
7. The Company is providing the Client with a single user license authorizing the Client to use the materials for their individual purposes only. The Client shall not share, copy, disseminate, distribute, and/or sell the materials for either non-commercial or commercial purposes.
  1. This Program and Agreement are non-transferable.
8. 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.

9. 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](mailto:support@chronicentrepreneurclub.com) or through the respective scheduling application. Any calls cancelled or rescheduled with less than 24 hours notice shall be forfeited.
  1. If the Client shows up late to the scheduled private coaching call, it will be forfeited after 10 minutes.
  2. 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.
  3. The Client shall reschedule all private coaching calls within the timeframe given by the Coach. Failure to do so will result in a forfeited private coaching call and no partial or full refund will be provided.

#### Methodology:

1. 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.

#### Disclaimers:

1. By participating in the Program, the Client acknowledges that the Coach, Club, and/or Company is not a medical doctor, therapist, psychologist, naturopath, attorney, financial advisor, investment advisor, wealth manager, physical trainer, or any other healthcare provider. Their 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.
2. The Coach may provide the Client 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 affects or consequences that may result, either directly or indirectly, from any information or coaching provided.

3. The Coach may provide the Client with third-party referrals for services such as photography, advertising, finance, wealth management, web or graphic design, employment, business, health, or other related services. The Client agrees 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 affects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party referral.
4. Any testimonials, earnings, or examples shown through the Coach's website, programs, and/or services are only examples of what may be possible for the Client. There can be no assurances that any particular financial, strategic, or tactical outcome based on the use of the Coach's programs and/or services. The Client acknowledges that the Coach has not and does 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 the Coach's website, programs, products or services.

#### Intellectual Property Rights:

1. 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.
2. 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.

#### Recording and Redistribution of Calls and Release:

1. The Client acknowledges that group coaching sessions, video trainings, Intensives and/or private coaching calls may be recorded. The Client also acknowledges that the recordings may be redistributed and/or resold at a later date as part of a separate package sold by the Coach, Club, and/or Company.
2. The Coach, Club, and/or Company may take photographs, videos, audio recordings, or other recordings during the Program that Coach, Club, and/or Company may use for future commercial or non-commercial purposes. The Client agrees and understands that by

participating in the Program, the Client is consenting to being recorded and photographed and the use of the Client's resemblance, writing, and voice in any media in perpetuity by the Coach, Club, and/or Company for whatever purpose as the Company sees fit.

#### Non-Disparagement and Indemnification:

1. The Client agrees, during and after participation in the Program, to refrain from making any statements, whether oral or in writing, that negatively impact the Coach, Club, and Company's program, business, services, products, or reputation.
2. You agree to indemnify, defend and hold harmless CoWorking Sessions: Behind The Scenes, @ChronicEntrepreneurClub, Valeriya Zaytseva, and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, employees and interns, harmless from any claim or demand, including attorneys' fees, made by any third-party due to or arising out of your breach of this Agreement or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### Sever-ability

1. In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, that exact provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### Good Faith:

1. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

#### Payment and Refund Policy:

1. Upon execution of this Agreement, the Client agrees to pay to the Coach, Club, and Company the full purchase amount, unless meeting the one exception described below.

2. 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.
3. If the Client selects a payment plan option, the Client agrees to pay fees to the Coach, Club, and Company according to the payment schedule set forth on Club's website, or otherwise provided to the Client, and the payment plan selected by Client (the "Payment").
4. 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.
5. 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 email notifications, content hub (videos and/or digital downloads), coaching calls.
6. 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.

#### Termination

1. There will not be a termination issued from the Client.
2. This Agreement is effective unless and until terminated by either the Coach, Club, and/or Company. 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.
3. A full refund will not be given at any point.
4. If in the Coach's, Club's, and/or Company's sole judgment the Client fails, or the Coach, Club, and/or Company suspect that the Client has failed to comply with any term or provision of the Agreement, the Coach, Club, and Company may also terminate this Agreement at any time without notice and the Client will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny the Client access to the Program (or any part of it).

#### Disclaimer of Warranties and Limitation of Liability:

1. The information, education, and coaching provided to the Client by the Coach under this Agreement are provided on an "as- is" basis, without any warranties or representations, implied or statutory.

2. The Coach, Club, and Company do not warrant that the results that may be obtained from the Program will be accurate or reliable.
3. The Coach, Club, and Company do not guarantee, represent or warrant that the Client's participation in the Program will be uninterrupted, timely, secure or error-free.
4. In no case shall CoWorking Sessions: Behind The Scenes, @ChronicEntrepreneurClub, and/or Valeriya Zaytseva, Zaytseva, LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from the Client's participation in the Program or for any other claim including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of participation in the Program or any content (or product) posted, transmitted, or otherwise made available via the Program, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.
5. By using the Coach's, Club's, and Company's services and purchasing this Program, the Client accepts any and all risks, foreseeable or unforeseeable, arising from this transaction. The Client agrees that the Coach and Club will not be held liable for any damages of any kind resulting or arising from including but not limited to; financial, direct, indirect, incidental, special, negligence, consequential, or exemplary damages happening from the use or misuse of the Program. Client agrees that the participation and use of this Program is at the Client's own risk.

#### Dispute Resolution:

1. If a dispute is not at first settled by good-faith negotiation between the Client, Coach, Club, and/or Company to this Agreement, every disagreement or dispute to this Agreement will be submitted to the United States of America Arbitrator/Mediator of the Coach's, Club's, and/or Company's choice. The arbitration needs to occur within ninety (90) days from the date of the first arbitration request and will take place in Sarasota, Florida, at the chosen Arbitrator/Mediator's office, or via telephone. The Client, Coach, Club, and Company will cooperate in exchanging and accelerating discovery as part of the arbitration process and will cooperate with each other to make sure that the arbitration process is completed within the ninety (90) day period. The written decision of the Arbitrators/

Mediators (which will include the payment of costs, including attorneys' fees) will be binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

2. This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, regardless of the conflict of laws principles thereof.

#### ENTIRE AGREEMENT.

1. This Agreement contains the entire agreement between the Client, Coach, Club, and Company and supersedes any and all prior agreements between the parties, whether written or oral.