Her AI Club™
MEMBERSHIP AGREEMENT

This Her AI Club™ Membership Agreement (the "Agreement") is entered into by and between Her AI Era LLC (the "Company") and you (the "Member") (collectively, the "Parties" and individually a "Party"), for the purpose of the Member purchasing and participating in the Company's subscription membership program (the "Membership").

1. **Scope**. The Membership consists of educational content, training, and community resources delivered primarily through virtual means. The Company will provide the Member with access through the Company's designated platform, currently Heartbeat. The Membership includes, without limitation: (i) on-demand course modules and a resource library, (ii) scheduled live group sessions and replays, (iii) a community forum or group messaging space for peer discussion, (iv) templates, prompts, and implementation resources for AI systems, automations, and bots as applicable, and (v) updates and enhancements released during the Member's active term.

2. **Membership Access**. Upon purchase, the Member will be granted access to the Membership materials through the Company's designated platform. Access will remain active for the duration of the Member's subscription term, provided that all payments are made in full and on time. The Member receives a limited, revocable, non-exclusive, non-transferable license for personal use of the Membership content. This license does not permit the Member to share, sell, distribute, reproduce, or otherwise make available the Membership materials to any third party. Sharing login credentials, content, or access with others is strictly prohibited.

3. **Membership Fees**. The Member agrees to pay the Membership fee according to the subscription option selected at checkout and authorizes the Company to charge the designated payment method for all applicable fees and taxes on a recurring basis. The Membership is offered as an annual subscription paid in full or as a monthly subscription, on a month-to-month basis:

    a. Annual Subscription. Your membership is billed upfront for a 12-month term at the rate shown at checkout. Annual memberships do not support mid-year cancellation or refunds — if you cancel, your access continues through the end of your 12-month term. Your membership renews automatically for another 12-month term unless you cancel within 7 days before or after your renewal date. If you miss that window, your renewal charge is non-refundable.

    b. Monthly Subscription. Your membership is billed monthly at the rate shown at checkout. There is no minimum commitment — you can cancel any time before your next billing date. When you cancel, your access continues through the end of your current paid period. We do not offer refunds or credits for partial periods. Your membership renews automatically each month until you cancel.

    c. Founding Member Price Lock. If you joined during the founding member period, your rate is locked for as long as your membership stays active and in good standing. This

applies to both monthly and annual plans. If you cancel and later rejoin, you'll re-enroll at the current rate at that time.

4. **Sales Tax**. All fees are exclusive of sales, use, value added, goods and services, and similar transaction taxes and surcharges ("Taxes"), unless expressly stated otherwise. Where required by law, the Company will calculate, collect, and remit Taxes. Collected Taxes will be shown at checkout and on invoices.

5. **Term and Termination**.

    a. This Agreement becomes effective upon the Member's completion of checkout or first access to the Membership, whichever is earlier, and remains in effect for the duration of the Member's active subscription, including any renewals, until terminated pursuant to the terms of this Agreement.

    b. The Member may cancel the Membership at any time by submitting a cancellation through the designated account portal or by sending a Notice email to hello@herai.club. Cancellation stops future billing and access remains available through the end of the applicable period set forth below.

        i. For an Annual Subscription, cancellation takes effect at the end of the then current twelve month term. No partial refunds or credits will be issued.

        ii. For a Monthly Subscription with a twelve month commitment, cancellation takes effect at the end of the twelve month commitment period. Early termination does not cancel unpaid installments and all remaining installments for the commitment period remain due.

        iii. For a Month to Month Subscription, cancellation takes effect at the end of the then current monthly billing cycle.

    c. The Company may suspend or terminate the Membership, in whole or in part, at any time for breach of this Agreement, misuse of the Membership, nonpayment, violation of Community Standards, unauthorized sharing or resale, or other prohibited conduct. In such cases, no refund, credit, or extension will be issued. The Company may also pursue any other remedies available at law or in equity.

    d. Upon termination or expiration for any reason, all rights and licenses granted to the Member immediately cease. The Member shall immediately discontinue all access to and use of the Membership, the Company Materials, and any related platforms, and the Company may deactivate the Member's accounts and credentials. The Member shall promptly delete or return all copies of the Company Materials and any Confidential Information in the Member's possession or control and shall certify deletion upon the Company's request. The Company has no obligation to provide continued access to recordings, replays, community areas, or other content after the effective date. Member Contributions may remain in archives or backups at the Company's discretion.

6. **Refund Policy**. All Membership subscription purchases are final and non-refundable. The Member understands and agrees that no refunds, chargebacks, partial refunds, pro-rated credits, carryovers, or account transfers will be issued under any circumstances once a subscription payment has been processed. If the Member cancels the Membership, access will remain available until the end of the then-current billing period, provided all payments are up to date. Cancellation stops future billing but does not entitle the Member to any refund, credit, or adjustment, regardless of the Member's level of participation, usage, or the timing of cancellation.

7. **Membership Community Standards**.

   a. Community Standards. The Member shall comply with the Community Standards and all related rules and policies incorporated by reference. The Company may revise the Community Standards from time to time by posting updated terms in the Member portal. Revisions are effective upon posting, or on any later effective date stated in the notice. The Company may also provide supplemental notice by email. Continued access to or use of the Membership after the effective date constitutes acceptance of the updated standards. If the Member does not agree to an update, the Member's sole remedy is to discontinue participation by cancelling in accordance with this Agreement. The Company may enforce the Community Standards in its discretion, including suspension or removal without refund for violations.

   b. In general. Members are expected to participate and conduct themselves with respect and professionalism. Hate, racism, bullying, harassment, or discriminatory conduct is strictly prohibited. The Company may remove any Member who engages in such conduct without refund and may permanently bar reentry.

   c. Self-promotion. Self-promotion is permitted only in the Company's designated forum section. Outside that section, promotional content shall only arise naturally from the discussion, be genuinely helpful, and remain non-solicitous. Unsolicited mass messaging, scraping contact information, or pushing services in a manner that disrupts the community is prohibited. The Company may issue a warning, but is not required to do so, and may remove a Member immediately for repeated or egregious conduct, in its sole discretion and without refund.

   d. Member interactions and similar ideas. This is a collaborative space in which overlapping or similar ideas may occur. The Member acknowledges that information shared within the Membership community spaces, including ideas, strategies, prompts, frameworks, workflows, business concepts, and similar materials, is not confidential unless the Company expressly states otherwise in writing. The Company does not provide or imply any confidentiality, fiduciary duty, or special relationship between Members. The Member is solely responsible for protecting the Member's own confidential or proprietary information and should not disclose information the Member wishes to keep confidential in community spaces.

Members are solely responsible for applying judgment, empathy, and direct communication with one another when similar concepts arise. If a Member wishes to implement a similar idea that was sparked by another Member, the Member should consider courteous outreach. The Company is not obligated to mediate or moderate such communications and bears no responsibility for disputes between Members.

The Member understands that similar or overlapping ideas may be independently developed by other Members or by the Company. The existence of similar ideas, content, or implementations does not create any claim of ownership, misappropriation, or compensation against the Company or any Member. Nothing in this Agreement restricts the Company or any Member from independently developing, using, publishing, or commercializing ideas that are similar to or compete with any concept shared in the community. The Company is not responsible or liable for any alleged theft, misuse, or misappropriation of ideas or Member Contributions by other Members or third parties. The Company has no duty to monitor, police, or enforce Member intellectual property rights, and no obligation to mediate disputes between Members. The Company may, in its discretion, remove content or a Member upon credible reports, but it is not required to do so. No refunds, credits, or extensions will be issued in connection with any moderation or enforcement action.

e. Prohibited content and conduct. Members shall not post unlawful, infringing, defamatory, or misleading content and shall not engage in threats, intimidation, or targeted harassment. Members shall not disclose private or confidential information about others. Violations may result in removal without refund.

f. Reporting and enforcement. Suspected violations may be reported to the Company or through any applicable channel designated in the Member portal. The Company, in its sole discretion, may, but is not obligated to, remove content, suspend or terminate access without refund, or take other action it deems appropriate. The Company's enforcement decisions are final.

g. Monitoring, moderating, and enforcement. The Company may, but is not obligated to, monitor or moderate any Membership area. The Company may remove or refuse to post any content and may suspend or terminate access to any Member at any time, with or without notice, for any reason or no reason, including for conduct that the Company believes, in its sole discretion, violates this Agreement. The Company shall not be responsible or liable for any action or inaction related to monitoring or enforcement, including any failure or delay to remove content or a Member. No refunds, credits, or extensions will be issued in connection with any monitoring or enforcement activity. Nothing in this Agreement creates a duty to monitor or a promise to enforce.

8. **Service Location**. The Member acknowledge and agree that the Membership, including access to materials, community forums, group interactions, coaching calls, events, and any additional services provided under this Agreement, will be delivered primarily through virtual means. The Company reserves the right, in its sole discretion, to determine and change the platforms, technologies, or methods used to deliver the Membership, including

but not limited to learning management systems, video conferencing tools, messaging applications, or social media groups.

9. **AI Tools and Outputs**. The Membership may provide access to artificial intelligence tools, systems, models, or outputs ("AI Tools"). The Member acknowledges and agrees that all AI Tools and outputs are provided "as is" and "as available," without warranties of any kind, whether express or implied. The Company does not guarantee that any AI Tool or output will be accurate, complete, original, reliable, or fit for any particular purpose. The Member is solely responsible for reviewing, evaluating, and verifying all outputs before relying on or using them in any business, personal, or professional context. The Company shall not be liable for any decisions, actions, or results arising from the Member's reliance on AI Tools or outputs.

10. **Assumption of AI Tools Risk**. The Member expressly assumes all risks associated with the use of AI Tools and outputs, including without limitation risks of inaccurate information, errors, omissions, copyright infringement, ethical concerns, or business or financial loss. The Member releases and discharges the Company from any and all liability arising out of or related to such risks.

11. **Third-Party Sites**. By participating in the Membership, the Member may be required to register with third-party platforms or service providers to access the Membership and its materials. The Member may be asked to create login credentials and provide personal information. The Member authorizes the Company and any third-party platforms or service providers engaged by the Company to access and use this information for all lawful purposes related to the Membership. The Member is solely responsible for ensuring the accuracy of this information, maintaining its security, and promptly notifying the Company of any changes. The Member acknowledges that third-party platforms and service providers maintain their own terms, policies, and practices governing the collection, storage, and use of information. The Company is not responsible or liable for the actions, omissions, failures, interruptions, errors, or policies of any such third parties. Participation in the Membership constitutes agreement to comply with the applicable terms of those third parties.

12. **Member Contributions**.

    a. Member Contributions. The Member may provide suggestions, ideas, improvements, or other feedback regarding the Membership or the Company's offerings, and may post, upload, submit, display, transmit, or otherwise make available materials, comments, messages, or other content on or through the Membership. "Member Contributions" means all such feedback and content in any form or medium, including text, images, graphics, audio, video, screen recordings, documents, datasets, code, and other digital files, whether created by the Member or on the Member's behalf, and whether provided on Membership websites, portals, pages, forums, groups, chats, messaging features, via email, live or recorded calls, or related channels. Member Contributions are voluntary and non-confidential.

b. Company Right to Use Member Contributions. The Member grants the Company a perpetual, worldwide, irrevocable, royalty-free, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, distribute, display, perform, broadcast, transmit, adapt, modify, publish, translate, and create derivative works from all Member Contributions, in whole or in part, in any form or media now known or later developed, for any lawful purpose related to the operation, improvement, or promotion of the Membership and the Company's offerings. The Member irrevocably waives, to the fullest extent permitted by law, any rights of approval or inspection, any rights of attribution, and any moral rights in the Member Contributions. The Member irrevocably waives, to the fullest extent permitted by law, any rights of approval or inspection, any rights of attribution, and any moral rights in the Member Contributions. The Company shall have no obligation to provide compensation, remuneration, royalties, or any other consideration in connection with any use of the Member Contributions, and shall have no obligation to use any Member Contribution. The Member represents and warrants that the Member owns or has all rights, licenses, and permissions necessary to provide the Member Contributions and to grant the licenses in this Agreement; that the Member Contributions do not infringe, misappropriate, or violate any intellectual property, privacy, publicity, or other rights; and that the Member Contributions comply with applicable law and this Agreement. The Member is solely responsible for the Member Contributions, releases the Company from any liability arising from them, and shall defend, indemnify, and hold the Company harmless from any claim related to them.

13. **Intellectual Property**.

a. **Company Materials and Ownership**. "Company Materials" means all content and materials that the Company creates, owns, or provides in or for the Membership, in any form or medium, including software, code, models, libraries, templates, prompts, workflows, automations, configurations, processes, methods, know how, data, documentation, emails, handouts, digital files, videos, recordings, and any other materials, together with all updates, enhancements, modifications, and derivative works, whether preexisting, independently developed, or subsequently developed, and whether created by the Company or for the Company. The Company retains all right, title, and interest in and to the Company Materials, and all related intellectual property rights. Except as expressly provided in this Agreement, no ownership rights or license in the Company Materials is transferred or granted to the Member. Any rights not expressly granted herein are reserved.

b. **Limited License to Member**. Subject to this Agreement and only during the Member's active Membership Term, Company grants the Member a limited, revocable, non-exclusive, non-transferable license to access and use Membership content and Company Materials for the Member's personal participation in the Membership. The Member shall not resell, license, publish, or otherwise make available the trainings, recordings, templates, prompts, or any other Membership materials to any third party. The Member shall not represent Company materials as the Member's own, remove proprietary notices, upload raw or substantially unmodified materials to public or client repositories, or include content that would enable reconstruction of the Membership

materials. Any violation is a material breach subject to the enforcement and remedies provisions of this Agreement, including suspension or termination without refund, injunctive relief, monetary damages, and recovery of attorneys' fees and costs.

c. **Trademarks and Service Marks**. The Member acknowledges that Company is the sole owner of all trademarks, service marks, logos, slogans, and trade names used in connection with Company's business, whether registered or unregistered, including the Authentic AI® name and logo, the Her AI Club ™™ name and logo, and any related marks (Company Trademarks). Nothing in this Agreement grants any ownership or license in the Company Trademarks to the Member. The Member shall not use, adopt, or seek to register any mark, slogan, business name, social handle, or domain name that is identical or confusingly similar to the Company Trademarks or likely to cause confusion. Any unauthorized use or attempted registration is a material breach that may result in immediate termination without refund, in addition to injunctive relief and recovery of attorneys' fees and costs.

d. **Member Likeness**. The Member grants the Company a perpetual, worldwide, royalty free, transferable, and sublicensable license to use any content arising from the Member's participation, including the Member's name, business name, logo, image, likeness, voice, statements, contributions, screenshots, and recordings, in any media for any lawful promotional or educational purpose This includes social platforms and formats such as Instagram Stories, Reels, posts, TikTok, YouTube, Facebook, LinkedIn, the Company website, and email. The Company may, but is not required to, identify the Member, tag social handles, edit for length and clarity, and combine such content with other materials. Community spaces are not confidential unless the Company agrees in writing. The Member waives any right of approval and any claim to compensation and releases the Company from all claims related to such use to the fullest extent permitted by law. Once published, the Company has no obligation to remove content and shall not be responsible for third party reposts, shares, or archives.

14. **Restrictions on Use**.

a. The Member agrees not to reproduce, duplicate, copy, sell, license, share, trade, resell, distribute, publish, or otherwise exploit for any commercial purpose any portion of the Membership, including without limitation course materials, recordings, worksheets, templates, tools, prompts, coaching strategies, proprietary methods, access to the Membership platform, or participation in the community.

b. The Member shall not use any part of the Membership or its contents to create derivative works, programs, products, or services, or to incorporate the materials into any other offering, whether for commercial or non-commercial purposes. All Membership materials and content remain the exclusive property of the Company and are protected by applicable intellectual property laws.

15. **Remedies for Unauthorized Use.** If the Company reasonably determines that unauthorized use, resale, distribution, or sharing of Membership access, login credentials, or content has

occurred, the Company may, in its sole discretion, immediately suspend or terminate the Member's access to the Membership without refund. Each instance of such unauthorized conduct shall constitute a separate and independent breach of this Agreement. The Member shall be liable for all damages arising from such breach, including but not limited to the cost of additional Memberships or licenses for each unauthorized user, the value of any content improperly disclosed, and any other direct or consequential losses incurred by the Company. In addition, the Company reserves the right to pursue any and all remedies available under law or in equity, including injunctive relief, monetary damages, and recovery of attorneys' fees and costs associated with enforcement of this provision.

16. **Anti-Spam Policy**. The Member is strictly prohibited from using the Membership, Membership platforms, or Membership materials for any unlawful, abusive, or unauthorized promotional activities, including but not limited to: (a) harvesting, collecting, or otherwise obtaining contact information, email addresses, or other personal data of other Members; (b) sharing, selling, or distributing such information to third parties; or (c) sending unsolicited bulk communications, mass commercial emails, or other forms of spam. Any violation of this policy will result in immediate termination of the Member's access to the Membership without refund and may further subject the Member to civil or criminal liability under applicable law.

17. **Confidential Information**. "Confidential Information" means all nonpublic information of the Company and the Membership, including materials, templates, outlines, downloads, recordings, prompts, methods, strategies, plans, operations, pricing, customer and prospect data, access credentials, and trade secrets. The Member shall: (i) keep all Confidential Information strictly confidential and not disclose it to any third party; (ii) not copy, download, reproduce, adapt, translate, or create derivative content from it except with the Company's prior written consent; (iii) use it solely for the Member's personal participation in the Membership and not for any competitive or commercial purpose; (iv) not share, publish, distribute, upload, or permit access by others without the Company's written consent and equivalent confidentiality obligations; (v) not reverse engineer, decompile, disassemble, scrape, crawl, harvest, or use automated means to access or collect information from the Membership or its delivery platforms; and (vi) upon request or termination, cease all use and promptly return or permanently delete all Confidential Information. These obligations do not apply to information that becomes public through no breach of the Member or that the Member is legally required to disclose.

18. **Photo, Audio, and Video Recording Consent and Release**.

    a. The Member understands and agrees that the Membership, including any group calls, individual calls, online forums, events, and related activities, may be recorded in audio and video format and/or captured in still or digital photographs ("Recordings"). The Member consents to such Recordings and acknowledges that the Company may make such Recordings available to other Members enrolled in the Membership, whether during the Member's period of enrollment or at any future time.

b. The Member grants the Company an irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable license to use, reproduce, publish, distribute, display, adapt, and create derivative works from the Recordings, and the Member's image, likeness, voice, and statements as captured in the Recordings, in whole or in part, for any lawful purpose, including but not limited to educational, promotional, and marketing purposes in all media now known or later developed, including the Company's website, social media, advertising, and promotional materials.

c. The Member waives any right to inspect or approve the use of the Recordings, and releases and discharges the Company from any and all claims and demands arising out of or in connection with such use, including without limitation any claims for infringement of rights of publicity, defamation, or invasion of privacy. The Member further acknowledges that participation in group settings may result in the Member's name, image, voice, or likeness being included in Recordings in which other Members also appear and agrees that such inclusion does not entitle the Member to any compensation or recourse.

d. The Member expressly agrees and represents that this consent is intended to satisfy all requirements under applicable state and federal law regarding consent to recording, including in jurisdictions that require the consent of all parties to a recording.

19. **Service Modifications**. The Company may determine and change the platforms, technologies, instructors, guests, schedules, formats, features, and other methods used to deliver the Membership at any time in its sole discretion. The Company may add, modify, migrate, or discontinue features or content and may transition delivery to different third-party providers. Material updates will be communicated in the Member portal or by email. Such changes do not entitle the Member to any refund, credit, or other adjustment and do not constitute a breach of this Agreement, provided the Membership remains substantially similar in scope. Temporary unavailability may occur due to maintenance, upgrades, or third-party outages. The Member is responsible for the equipment, software, and internet access necessary to participate.

20. **Warranty Disclaimer**. The Member acknowledges and agrees that participation in the Membership and use of any related materials, services, or platforms is at the Member's sole risk. The Membership is provided on an "as is" and "as available" basis. To the fullest extent permitted by law, the Company disclaims all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Company does not warrant that the Membership will meet the Member's expectations or requirements, or that access will be uninterrupted, timely, secure, error-free, or free from viruses or other harmful components. The Company further disclaims any responsibility for the actions, omissions, errors, or failures of third-party platforms or service providers used in connection with the Membership, including without limitation service interruptions, delays, data loss, or security breaches.

21. **No Guarantees; Results Disclaimer**. The Company does not make, and expressly disclaims, any representation, warranty, or guarantee regarding results or outcomes of any kind from

participation in the Membership or use of Membership materials, including but not limited to financial results, business growth, professional advancement, personal development, or other gains. The Member acknowledges that results are dependent on a number of factors outside the Company's control, including without limitation the Member's own skills, effort, commitment, implementation of strategies, personal circumstances, and market conditions. The Member understands and agrees that past results or testimonials of other Members are not a guarantee or indication of the Member's own success. The Member further agrees to take full and sole responsibility for their own decisions, actions, and results in connection with the Membership.

22. **Professional Advice Disclaimer**. No advice, information, or interaction with the Company, its representatives, or other Members shall be construed as professional, financial, investment, legal, tax, medical, or other regulated advice, and the Member is solely responsible for seeking independent professional guidance where appropriate.

23. **Release and Reasonable Expectations**. The Member acknowledges that the Member has spent a satisfactory amount of time reviewing the Company's business and offerings, and understands that outcomes will vary by individual. The Membership is a group program designed for a broad audience. Unless expressly stated in writing, no one-on-one services, custom deliverables, or minimum interaction levels are included in the Membership. The Company may exercise professional judgment regarding curriculum, pacing, scheduling, examples, and feedback. Dissatisfaction with the Company's or its representatives' judgment, teaching or coaching style, content choices, or community dynamics, or perceived lack of fit, is not grounds for refund, chargeback, nonpayment, or any credit or offset.

24. **Member Conduct and Third-Party Content**.

    a. Member acknowledges that participation in the Membership may involve access to or interaction with other Members, guests, or third parties through forums, groups, events, calls, messaging functions, or other means. The Company does not control, endorse, or assume responsibility for any statements, opinions, conduct, or content provided by other Members or third parties. The Member's reliance on such content or participation in such interactions is at the Member's sole risk.

    b. The Member remains solely responsible for their own conduct in connection with the Membership and agrees to treat all other Members, guests, and third parties with respect. The Company reserves the right, in its sole discretion, to suspend or terminate the Member's access to the Membership for inappropriate, disruptive, or unlawful conduct, or for any violation of applicable law or Company policies.

    c. The Company is not responsible or liable for any loss, damage, claim, or harm of any kind arising out of or relating to (a) the conduct or content of other Members, guests, or third parties, or (b) the Member's choice to interact or share information with such individuals, whether such interactions occur within the Membership platform or outside of it.

25. **Payment Authorization and Chargebacks**.

a. **Payment Authorization**. Member authorizes the Company to charge any debit or credit card or other payment method provided by the Member for all amounts due under this Agreement. This authorization includes all agreed-upon fees, recurring charges, late fees, and any additional charges incurred pursuant to this Agreement. By providing a payment method, the Member represents and warrants that they are authorized to use the designated payment method and authorizes Company to charge the method for the total amount due, including any recurring payments. If any payment attempt is declined or otherwise fails, the Member authorizes Company to make additional attempts to process the payment using the same payment method.

b. **Chargebacks**. Member expressly agrees not to initiate any chargeback, payment dispute, or reverse any payment (collectively referred to as a "Chargeback") without first providing Company with written notice of the issue and a reasonable opportunity to resolve the matter. If the Member initiates a Chargeback in violation of this provision, the Member shall remain responsible for the full amount due, as well as any chargeback fees, collection costs, or reasonable attorneys' fees incurred by Company in responding to or defending against the Chargeback. The Company reserves the right to provide a copy of this Agreement, along with any related enrollment records, payment authorizations, invoices, communications, or account activity, to the Member's financial institution, payment processor, credit card company, collection agency, or any investigating authority as evidence of the Member's payment authorization and contractual obligations.

26. **Promotional Launch Pricing**.

a. Promotional launch pricing is capacity limited and available on a first come basis. The Company's records and the timestamp recorded by the payment processor control eligibility and order of enrollment. Any failed authorization, declined payment, or reversed charge forfeits eligibility for promotional pricing. Ten promotional monthly enrollments at $47 per month are available to the first ten completed enrollments. Twenty five promotional monthly enrollments at $67 per month are available to the next twenty five completed enrollments. When all of the foregoing promotional tier membership spots are filled, the standard Monthly Subscription Rate then in effect applies to all additional enrollments.

b. Unless the Company states otherwise in writing, each promotional monthly rate applies to the first twelve billing cycles after enrollment, provided the Member maintains continuous, timely payment for the same plan. The Member may cancel at any time before the next billing date by submitting a cancellation through the designated account portal. Cancellation stops future billing and access remains available through the end of the then current paid period. No refunds, credits, or extensions will be issued for partial periods. Upon cancellation, lapse, plan change, or any failed payment that is not cured within any stated grace period, the promotional rate is permanently forfeited and any re enrollment will be billed at the then current Regular Monthly Rate. If the Member does not cancel, billing will continue at the then current Regular Monthly Rate after the

promotional period ends. The promotional rate applies only to the base Membership fee and does not apply to taxes, add ons, upgrades, new features, or separately priced offerings.

c. Promotional pricing applies only to the base Membership fee. Required taxes, regulatory charges, pass-through fees, add-ons, upgrades, new features, and separately priced offerings are billed at the then current rates.

d. The Company may modify, suspend, or withdraw any unfilled promotion at any time prior to completed enrollment and may correct pricing or typographical errors without liability. The Company is not responsible for delays, outages, or errors of third-party processors or platforms. In the event of any inconsistency between promotional materials and this Agreement or the order page, the order page governs and this Agreement controls. Promotional launch pricing shall not waive any right under this Agreement and does not create any entitlement to future promotions, favorable pricing, or ongoing benefits.

27. **Promotions and Related Offers**.

a. The Company may from time to time offer promotions, discounts, introductory rates, or bonuses. The Member is entitled only to the specific offer shown on the order page at the time of the Member's completed enrollment, as determined by the timestamp recorded by the payment processor. Marketing or advertising that is not reflected on the order page does not create entitlement.

b. Promotions apply only at the time of purchase and only to the transaction for which they are offered. Existing Members are not eligible for retroactive application of any promotion, for proration or credits, or for changes to current or future billing cycles, renewals, upgrades, or plan changes, unless the Company expressly states otherwise in writing. Promotions do not stack with any other discounts or offers.

c. A Member may not cancel and re-enroll for the purpose of obtaining a promotion. If a Member cancels and later re enrolls, fees will be charged at the then current rate and on the then current terms, unless the order page for that later purchase expressly states that a promotion applies to returning Members. The Company may impose a waiting period for re enrollment eligibility for any promotion.

d. The Company may, in its sole discretion, modify, substitute, suspend, or withdraw any promotion, discount, introductory rate, coupon, or bonus at any time prior to completed enrollment, and may correct pricing or typographical errors. The Company may set or change eligibility criteria, capacity limits, redemption procedures, and expiration dates. Changes apply prospectively and do not affect transactions already completed, except that the Company may cancel and refund any transaction resulting from fraud, abuse, or material error. Marketing statements do not create entitlement unless reflected on the order page. Promotions and bonuses have no cash value, are non-transferable, do not

stack, and are not applied retroactively. The Company is not liable for the unavailability of any promotion or bonus or for delays or outages of third-party processors or platforms.

e. In the event of any inconsistency between promotional materials and this Agreement or the order page, the order page governs and this Agreement controls. Acceptance of a promotion does not waive any right under this Agreement and does not create any entitlement to future promotions, favorable pricing, or ongoing benefits.

28. **Limitation of Liability**. To the fullest extent permitted by law, in no event shall the Company be liable to the Member or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, including lost profits, loss of revenue, loss of goodwill, or business interruption, arising out of or relating to this Agreement or the Membership, whether based in contract, tort, or any other theory, even if such damages were foreseeable, even if the Company was advised of the possibility of such damages. This exclusion does not apply to liability that cannot be limited under applicable law, including liability for fraud, willful misconduct, or gross negligence. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; to that extent these limitations may not apply to the Member.

29. **Indemnification**. To the fullest extent permitted by law, the Member agrees to defend, indemnify, and hold harmless the Company and its officers, directors, employees, contractors, consultants, agents, successors, and assigns from and against any and all claims, demands, actions, proceedings, investigations, losses, damages, liabilities, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs of enforcement, that arise out of or relate to the Member's access to or use of the Membership, the Member's breach of this Agreement or of any applicable law, the Member's Contributions or other content, the Member's use of trainings, prompts, templates, AI tools, or outputs, the Member's products or services delivered to clients, the Member's interactions with other Members, the Member's unauthorized sharing, resale, or distribution of materials, the Member's breach of confidentiality obligations, and any alleged or actual infringement, misappropriation, violation of privacy or publicity rights, defamation, or other wrongful act by the Member, except to the extent such losses result from the gross negligence or willful misconduct of Company.

30. **In-Person Events; Assumption of Risk and Limitation of Liability**. This Section applies to any optional in-person workshop, meetup, retreat, or other event that the Company hosts, sponsors, or facilitates in connection with the Membership.

a. The Member understands and voluntarily assumes all risks inherent in travel and participation, including risks of illness, including communicable disease, injury, property loss, theft, and events outside the Company's control. The Member is responsible for evaluating personal health and fitness to participate and for complying with all event rules, venue policies, and applicable laws. The Company may require safety protocols and may deny or remove participation for noncompliance without refund. To the maximum extent permitted by law, the Member releases and agrees that the Company shall have no liability for any claim, loss, or damage arising from or related to the

Member's attendance at or travel to or from an in-person event, except to the extent liability is finally determined to have resulted from the Company's gross negligence, willful misconduct, or fraud. The Company shall not be responsible for the acts or omissions of venues, hotels, transportation providers, caterers, instructors, or other third parties, all of whom operate under their own terms and policies. The Company is not liable for loss, theft, or damage to the Member's personal property.

b. The Member consents to reasonable first aid and emergency medical care if needed and is solely responsible for all associated costs. The Member is solely responsible for decisions regarding consumption of food, beverages, and alcohol and any resulting consequences.

c. All exclusions and caps in the Exclusion of Certain Damages and Maximum Damages Sections apply to in-person events. The Member shall indemnify the Company for claims arising from the Member's breach of this Agreement or misconduct at an event, except to the extent prohibited by law.

31. **Maximum Damages**. To the fullest extent permitted by law, the Member agrees that the Company's total liability for any and all claims, actions, losses, damages, or causes of action arising out of or relating to this Agreement, the Membership, or the use of Membership materials, whether in contract, tort, or otherwise, shall be strictly limited to the total amount of fees actually paid by the Member to the Company under this Agreement. The Member acknowledges and agrees that this limitation of liability applies to all forms of damages, including but not limited to direct, indirect, incidental, consequential, special, exemplary, or punitive damages, and that the Member's sole and exclusive remedy is limited to a refund not exceeding the total fees paid.

32. **Force Majeure**. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, or acts of God, power or internet outages, failures of third-party platforms or providers, cyber terrorism, cyberattacks, hacking, ransomware, or other malicious activities affecting networks or systems, in addition to any and all events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence. If Company's performance is delayed over 30 days as the result of a force majeure event, either Party may terminate this Agreement upon written notice to the other Party.

33. **Inability to Continue Membership**. If the Company determines, in its sole discretion, that it cannot continue to perform the Membership in whole or in material part due to circumstances beyond its reasonable control, including illness, injury, family emergency, pregnancy, military orders, religious obligations, government action or restriction, epidemic, platform failure, or other comparable events, the Company shall give the Member prompt notice. The

Company shall provide a reasonable pro rata refund of prepaid fees attributable to the undelivered portion of the Membership and the Member shall be excused from further payment obligations for that undelivered portion.

34. **Transfer, Assignment, and Subcontracting**. The Member may not assign, transfer, or sublicense this Agreement or the Member's rights or obligations under the Membership without the prior written consent of the Company. Any unauthorized transfer or assignment by the Member shall be null and void. The Company may assign or transfer this Agreement in its discretion and may engage subcontractors, independent contractors, instructors, guest experts, or third-party service providers to perform or support portions of the Membership. The Company shall remain responsible for the delivery of the Membership and compliance with this Agreement. Nothing in this Agreement shall be construed to create or confer any rights, benefits, or remedies upon any third party. This Agreement is intended solely for the benefit of the Parties hereto and their permitted successors and assigns.

35. **Governing Law; Dispute Resolution**. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law principles. In the event a dispute arises in connection with this Agreement, the Party asserting the dispute shall provide written notice to the other Party describing the nature of the dispute. The Parties will then attempt in good faith to resolve the matter amicably through direct discussion for a period of thirty (30) days following delivery of such notice. If the dispute remains unresolved after that period, any action or proceeding arising out of or relating to this Agreement shall be brought solely in the state or federal courts located in El Paso County, Colorado. Each Party hereby submits to the exclusive jurisdiction and venue of such courts and waives any objection to such jurisdiction or venue.

36. **Severability; Headings**. The invalidity of any part of this Agreement shall not be deemed to affect the validity of any other part of this Agreement. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect. The headings in this Agreement are for convenience and reference purposes only and shall not be used in construing or interpreting this Agreement.

37. **Waiver**. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

38. **Survival**. Any terms that by their nature should survive termination of this Agreement, including but not limited to confidentiality, dispute resolution, intellectual property terms, and indemnity obligations, shall remain in effect after the termination of this Agreement.

39. **Notice**. All notices under this Agreement shall be sent via email (each, a "Notice"). A Notice is effective on the date and time the sender transmits the email, as shown on the sender's

timestamp, unless the sender receives an automated delivery failure. Notices to Member shall be sent to the email address on file in the Member's account at the time of sending, including any updates the Member provides from time to time. The Member shall keep that address current. Notice to the Company shall be sent to hello@herai.club. Either Party may change its email address for Notice by giving the other Party Notice in accordance with this Section.

40. **Entire Agreement; Modification**. This Agreement, together with the policies and terms incorporated by reference, including the Company's General Terms and Conditions, Privacy Policy, and applicable Disclaimers, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous understandings, agreements, negotiations, and representations, whether oral or written, relating to the subject matter hereof. No amendment or modification of this Agreement is binding unless in a writing signed by the Company and the Member or their authorized representatives. Marketing statements and communications with staff do not modify this Agreement. The Company may update incorporated policies, community standards, and operational terms by posting revised versions in the Member portal or on the order page and, where required, by email notice. Revisions are effective on the stated effective date. The Member agrees that continued access to or use of the Membership after the effective date constitutes acceptance of the updated policies and terms.

41. **Acceptance of Terms**. By checking the box on the checkout page and completing the purchase, the Member affirms that the Member has read, understands, and agrees to be bound by this Agreement and all policies incorporated by reference, including the Company's General Terms and Conditions, Privacy Policy, and any applicable Disclaimers, as they may be amended from time to time in accordance with this Agreement. Failure to check the box or otherwise indicate assent does not affect enforceability if the Member proceeds with purchase, payment, or access to the Membership. The Member agrees that these actions constitute the Member's electronic signature and consent to receive records electronically.