

Terms of Participation

Please READ carefully. By purchasing this product, the following Terms and Conditions are entered into by Way of the Diamond Warrior, Inc. (“Company”, “we”, or “us”) and you (“Client” or “you”), and you agree to the following terms in this Agreement. The Company and you may be referred to collectively as “Parties” in this Agreement.

Program / Service

We agree to provide the Program, *The Energy of Boundaries: An 8-Week Journey to Create Boundaries That Empower You* (“Program”), as identified in your online commerce shopping cart. As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Program, the Company shall provide you:

- A Password-Protected Program Site Area that may include video, audio and written lessons, templates, worksheets, checklists, slide decks and other training and support information.
- Eight training / Q&A sessions by Stephanie McAuliffe (“Consultant”)
- A closed Program Participant Facebook Group.

From time to time, the Company may offer bonuses, including bonus training, to Program participants. You will be entitled to any bonuses offered to you at the time of your enrollment. Bonuses are not guaranteed to be available for the entire lifespan of the Program.

Fees

For your access to the Program, you agree to pay a general registration Program fee of \$597 as a single payment, or two monthly payments of \$335.

Methods of Payment

You give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services). If any eligible payment methods we have on file for you are declined for payment, you must provide a new eligible payment method promptly or your Program access will be removed. You agree to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

Refunds

You may submit a written refund request to the Company no later than 11:59 PM PT on March 23, 2024. No refunds will be issued after March 23, 2024 for any reason. Program purchases may not be credited to any other products or services sold by the Company. If you qualify for a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not expedite any refunds.

Since we have a clear and explicit Refund Policy that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

Disclaimers

The Company's [Terms of Use](#) and [Privacy Policy](#) are incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply to your participation in the Program.

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide you with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as professional advice.

Client understands that no agent of the Company, including Consultant, is acting as an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, financial analyst, psychotherapist or accountant of Client. Client understands that the Company and Consultant have not promised, shall not be obligated to, and will not: (1) procure or attempt to procure employment, business or sales for Client; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting or advice; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager; (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client; (6) introduce Client to Consultant's network of contacts, media partners or business partners. Client understands that a relationship does not exist between the

Parties after the conclusion of this Program. If the Parties wish to continue their relationship, they shall execute a separate agreement.

The information, software, products, and services included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

Username and Password

To access certain features of the Program, you may need a username and password. You agree to keep your username and password confidential. During the registration process for any service or product, you agree to provide true, accurate, current and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Program to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Program, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website Privacy Policy.

Confidentiality

The Company respects the privacy of its clients and will take reasonable steps not to disclose any information you provide except as set forth in this Agreement. As a condition of participating in the Program, you agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participant to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You agree not to share the information provided to you in the Program with anyone other than the Company, its owners and employees, and other Program participants.

Your Conduct

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company's website or in any third-party forums operated by the Company may become public.

By posting or submitting any material in the Program, such as questions, comments, posts, photos, images, videos or other contributions, you are representing to us that you are the owner of all such materials and you are at least 18 years old. You are also granting us, and

anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, create derivative works from, distribute, and/or publicly perform or display your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future Program or other content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Program at any time for any reason.

You also grant us the right to use your likeness and identify you by name, email address, or screen name as the author and individual depicted in any comments, posts, photos, images, videos or other contributions created by you that reference the Company or the Program, and to identify you as a member of the Program by name, email address, or screen name, for any purposes, including commercial purposes and advertising.

You are strictly forbidden from the following:

- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Sharing private and proprietary information from the Program or other participants with anyone else
- Discriminatory speech, hate speech, comments, or actions against another member based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels

The Company does its best to create a safe and welcoming space for all participants, however, Company cannot guarantee that all participants will follow these guidelines. Company, in its sole discretion, may remove any participant's comments, posts, content or materials, however, Company does not have a duty to review all comments, posts, content and material shared within any online private forums or groups or on any group call.

Therefore, Company shall not be held liable for any participant's comments, actions, posts, content or materials that result in another participant's trauma or discomfort.

The Program is a "pitch free zone." You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Program participants to join, "shadow" groups on social media or any other platform, or in-person meetups, based on interests or locality.

No Transfer of Intellectual Property; Restrictions on Use of Company Intellectual Property

All content included as part of the Program, such as text, graphics, logos, images, videos, worksheets, and guides, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to you, and, as a condition of participation in the Program, you agree to observe and abide by all copyright and other intellectual property protections.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that you will not copy, sell, display, distribute, modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized in this Agreement.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of this license. To be clear, if you violate the Company's

intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

Your use of any materials found in the Program other than that expressly authorized in this agreement or by a separate written assignment, is not permitted (“Unauthorized Use”). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of \$5,000, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

You agree that any violation or threatened violation of these intellectual property terms would cause irreparable injury to us that may not be adequately compensated by damages, entitling us to obtain injunctive relief, without bond, in addition to all legal remedies.

Force Majeure

The Company shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Release, No Warranty, Limitation of Liability

You agree to release and hold harmless the Company from any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to you for any type of damage, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program. The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Program or any portion of it, your sole and exclusive remedy is to discontinue using the Program.

Miscellaneous

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Client may not assign this Agreement without the express written consent of the Company.

Modification

Company may modify terms of this agreement at any time. All modifications shall be posted on the Company's website and purchasers shall be notified.

Termination

The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, if you become disruptive to the Company or other Program participants, if you fail to follow the Program guidelines, or if you otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees in the event of such termination. The restrictions imposed on you in this Agreement with respect to the Program intellectual property will still apply now and in the future, even after termination by you or the Company.

Indemnification

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Program and related services, any user postings made by you, your violation of any terms of this Agreement, your violation of any rights of a third party, or your violation of any

applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

Arbitration / Class Action Waiver

With the exception of injunctive relief sought pursuant to this Agreement, the Parties agree that any and all claims arising out of or relating to the Program or this Agreement shall be exclusively decided through binding arbitration in Austin, Texas. The Parties waive any right to bring claims as part of a class or collective action and agree, instead, to conduct an arbitration related solely to any individual claims they may have against one another. The arbitrator(s) shall issue a written award stating the reasoning for the decision. Each party shall bear its own attorneys' fees and costs during the proceeding, but the prevailing party's attorneys' fees and costs shall be included in any award issued. Judgment on the award may be entered in any court of appropriate jurisdiction.

Success Disclaimer

Every effort has been made to accurately represent the Programs and the educational value it provides. You should not rely on any information we present as any kind of promise, guarantee, or expectation of any level of success. Your results will be determined by a number of factors over which we have no control, such as your experiences, skills, and level of effort. Your use of any information contained in the Program is at your own risk.

You agree that we are not responsible for any decision you may make regarding any information presented or as a result of purchasing any of our products or services. Any claims made of actual results can be verified upon request.

The Program is not associated or affiliated with, or endorsed or sponsored by, Facebook, nor has it been reviewed tested or certified by Facebook.

If you do not understand or agree with any of these conditions, please do not register for the Program. If you require further clarification, please contact support@wayofthediamondwarrior.com

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