# Online Course Application:

This course is conducted through Online Groups, Curriculums, and Video Calls. You will be invited to the online group and curriculum via email on the Monday of the start of the program. You will have access to a private discussion group, online program materials, live Q&A calls, and live lesson calls and recordings. You will maintain access to program materials until the program completion date.

## **Disclaimers**

This program is for entertainment purposes only. Additionally, KristaLyn and Emily do not guarantee specific results from participation in the Program.

# Intellectual Property

All content provided in the Program is the exclusive property of KristaLyn and Emily. You are granted a limited, non-transferable license to use the materials for personal use only.

## Marketing Materials

Marketing materials including all films, photographs, audio recordings, testimonials, multi-media artwork and social media marketing copy are the property of Emily and KristaLyn. Which can and may be used in marketing materials, branding and advertising. All marketing materials are complete and final and cannot be edited or altered.

## Confidentiality

Confidential information includes any proprietary information shared during the Program. You agree not to disclose any confidential information to third parties without Emily and KristaLyn's written consent.

### **Affiliates**

People and companies that we collaborate with to provide this program. Such as, affiliations with independent contractors, employees, distributors, internet service providers, attorneys, accountants, and distribution and promotion applications. Examples are Wix, Google, Zoom, and others that may be engaged in the course of doing business.

# Applicable Law

The laws that govern the interpretation and enforcement of the contract are those of the Commonwealth of Pennsylvania. All parties agree that in the event of any dispute under this contract the jurisdiction shall be in the Court of Common Pleas of Chester County, and construed in accordance with the laws of the Commonwealth of Pennsylvania, or, if applicable in the US District Court of Eastern Pennsylvania.

#### Dispute Resolution

All parties agree that good faith participation in these steps is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures

- First, Mediation: If the informal discussion does not work, we commit to engaging a trained neutral facilitator to discuss the issues. The mediator does not represent anyone involved nor do they provide legal advice. This will occur either online meeting portal or in Chester County in the Commonwealth of Pennsylvania.
- Second, Collaborative Lawyers: If brainstorming and meeting with a trained mediator does not resolve the conflict or the concerns required additional expertise, engagement of collaboratively trained attorney's and any suggested team members (accountants,

- copyright, or intellectual property specialists, etc.) will be engaged to provide legal advice, problem-solving skills, and facilitation. This will occur either online meeting portal or in Chester County in the Commonwealth of Pennsylvania.
- Finally, Arbitration or Court of Law: The last resort will be to proceed through Arbitration and Court of Law where an outside party will make the decision based on the arguments. This will occur either online meeting portal or in Chester County in the Commonwealth of Pennsylvania.

## Indemnification and Limitation of Liability

Indemnification, also known as indemnity, is the agreement of one party to take responsibility for certain costs, losses, damages, and expenses of the other party. You agree to fully indemnify and hold Emily, KristaLyn and their affiliates harmless from any claim, demand, suit, action, proceeding, prosecution, liability, loss, expense, or damage in consequence related to this engagement or your actions during the Program.

# **Severability**

If any part of the contract is found to be invalid or unenforceable, the rest of the contract will remain valid and in effect.

## Waiver:

If one party chooses not to enforce a particular provision or right at a given time, it doesn't mean they are giving up that right forever. They can still enforce it in the future if needed.

# Counterparts

The contract can be signed in multiple copies or electronically, and each copy will have the same legal effect as if all parties signed the same document.

## Advice of Counsel

It's important for each party to consult with their own legal counsel or seek legal advice before signing or making decisions based on the contract. Preferably an attorney who is trained in Collaborative Law or Conscious Contracts.