



**** NOT FINAL YET.****

Terms of Use: STTB+

By checking the box next to this Terms of Use, and clicking the “Purchase” button, you, the purchaser of the **The STTB+ Program** outlined below (hereinafter “Client”) agree and willingly purchase entry into this program to be provided with services rendered by Think Bigger Productions, Inc, A CALIFORNIA CORPORATION, (hereinafter “Coach”), and you agree you are voluntarily entering into a legally binding Agreement with Coach, inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of One Hundred Ninety-Seven U.S. Dollars **(\$197) Per Month**, Client has agreed to purchase a **four(4) month subscription to The STTB+ Program** (hereinafter “Program”). In exchange, Coach agrees to provide the services outlined in the Program Details below, and Program Outline Addendum attached hereto.

1. Program Outline:

- a. Client agrees and understands that he/she is purchasing a **4 month subscription to The STTB+ program** site designed to help Self Tapes That Book graduates dive deeper into the Thinking, Feeling, Doing and Saying process of my signature booking method.
- b. Client acknowledges that he/she has read the **Program Outline Addendum** (at end of this document) and conducted any additional research necessary to feel he/she understands what is being provided in **The STTB+ Program** as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on Coach’s website.

2. Refund Policy

- a. **This contract is compliant with California Law AB1319 and Client agrees to the terms & conditions of this service, in that all program (which includes workshops, memberships or courses) fees are non-refundable after 10 days from the date of registration. Client understands that absolutely no refunds will be granted after that time for any reason whatsoever and that Client does not have the option to transfer payments to any future programs that may be offered. Client understands that participation in this program does not guarantee work, an increase in income or representation. Client accepts, agrees and understands that Client is fully responsible for their progress and results from participation and that Think Bigger Productions, Inc. and its representatives offer no guarantees verbally or in writing regarding Client’s career growth of any kind. Client understands that Think Bigger**



Productions Inc. may record any and all programs. I hereby give Think Bigger Productions Inc. permission to utilize any audio recordings taken during said programs in connection with its business operations.

- b. **Commitment.** Please do not enroll in **The STTB+ Membership** if you just want to “check it out.” We put an extraordinary amount of time and effort into this Program, and we expect you to do the same. By registering for the program you understand that this is a recurring monthly commitment.
- 3. **Non-Disclosure**
 - a. One of the primary elements in engaging in a coaching relationship with Coach is his ability to provide Client with personal guidance, teachings, materials, and exercises that make up the program. Following Client’s participation in this program, Client will have gained access to various trade secrets and personal intellectual property of Coach, including but not limited to materials such as verbal advice, mindset guidance, written templates, modules, technical information, business advice, acting coaching, taping skills, and/or other information that may have become available for use through Client’s participation in the program. Client understands and acknowledges that this information is not to be openly shared with others who have not participated in Coach’s program. Client agrees not to share, copy, or distribute any documents or other proprietary information obtained through Program, and agrees that he or she will be in violation of these Terms of Use if he or she uses any of the Content outlined as his/her own material, or repurposes and uses the Content in his/her own coaching business without express written permission of Coach. Client also understands and agrees he/she will not disclose or use any information provided to Client during coaching sessions, discussions, or otherwise.
 - b. Client also understands that due to the “group” nature of the Program, he/she may also obtain access to or otherwise become exposed to confidential or proprietary information belonging to other clients within the same group program via the community chat board available to all members within the membership portal. Client understands and agrees he/she will not disclose, steal, use, distribute, copy, or otherwise share or use any proprietary or confidential information belonging to another client in the group program. Client understands if he/she violates this provision, he or she may be liable to the third-party group member for infringement. Client will hold Coach harmless from any such third-party action taken against Client for such infringement or disclosure.
 - c. In addition, Coach understands he/she will likely obtain confidential information about Client and his/her business throughout the course of the program, and hereby agrees not to use, share, or otherwise reveal this information about Client, without Client’s express written consent.



4. **Testimonials**

- a. Coach may request Client provide a testimonial to be published on Coach's website, or on various sales materials for this or another Program created by Coach. Client understands that he or she is not required to give any testimony, and understands that the choice to do so is freely up to Client. There will be no ramifications or change in relationship between Coach and Client if Client refuses testimonial.
- b. If Client accepts and provides Coach with a testimonial, Client understands the material, along with a photo of Client, will likely be published on Coach's website or otherwise. Should Client agree to provide a testimonial, Client will agree to review and sign an additional Release, confirming the same, and confirming Coach's rights to use Client's testimonial. No payment or additional services will be provided in return for Testimonial, and Client understands he or she is granting Coach an unlimited, irrevocable license in perpetuity to use, publish, distribute, or repurpose any information provided to Coach as part of a Testimonial.

5. **Payment and Payment Plan**

- a. Client understands the cost of Program is One Hundred Ninety-Seven U.S. dollars (\$197), **payable each month**, and charged automatically, in accordance with the Auto-Renewal Terms outlined below in paragraph five (5). Client understands he/she is responsible for the full payment each month, and agrees to pay the sum requested electronically, via Coach's website or a designated third party payment processor of Coach's choosing, in full.
- b. Should Client fail to make timely payments, or if additional payments are not able to be processed, Client understands:
 - i. Client will have a ten (10) day grace period to make the required installment payment upon receipt of the invoice.
 - ii. The remainder of the Program may be forfeited if payment is not made thereafter.
- c. **Any decision made by Client to terminate Program early or cease participation or attendance in Program does not eliminate Client's obligation and agreement to make all payments and complete the payment plan as agreed upon herein. Payment plan is not a "pay as you go" opportunity - by electing to purchase Program via the offered payment plan, Client is certifying he/she is electing to purchase Program for a fee of \$197 U.S. dollars per month for 4 months.**
- d. Coach reserves the right to cancel Client's access to Program should he/she fail to make additional payments in accordance with the Auto-Renewal Terms as outlined below. Should this occur, Client understands he/she is not entitled to a refund of funds already issued to Coach for access to Program, nor is Client entitled to be reinstated at the original price; Client may rejoin at the current price of Program, which may have increased since Client initially purchased.



6. **Auto-Renewal Agreement**

- a. Client understands and agrees that continued access to Program requires recurring monthly payments of **\$197**. By purchasing access to Program, and agreeing to these Terms of Use, Client understands he/she will be automatically charged each month, in the amount of **\$197**, via the same card or manner in which the initial payment was made, on **the same date of the month on which the initial payment was made**, for the following month of Program to Membership Site. This process will repeat for 3 more months until Client properly completes his or her program..
- b. **CANCELLATION POLICY**
 - i. If Client wishes to cancel their Program **after 60 days**, Client must do so **more than 24 hours** before the charge is scheduled to withdraw. Any requests for cancellation made less than 24 hours before the automatic renewal is scheduled to charge Client's card, or made subsequent to the charge, will take effect the following month.
 - ii. **HOW TO CANCEL**
 1. **In order to cancel a this program after 60 days, Client must send an e-mail to dajuan@thinkbiggercoaching.com with the subject line PROGRAM CANCELLATION, including the Client's name, email address, and confirmation of request to terminate his or her STTB+ program.**
 2. **Client will be notified upon Coach's receipt of email, and membership will subsequently be canceled prior to the following billing period, assuming it is more than 24 hours away.**
 3. **As outlined above, if Client cancels STTB+ program less than 24 hours before the automatic renewal is scheduled to charge Client's card, Client acknowledges and agrees he or she will be charged for the next month, and the cancellation will take effect following this. Should this occur, Client will have access to Program for the month in which Client paid, with access to the program terminating at the end of the last paid month.**
- c. **By checking the box on the purchase page confirming your agreement to these Terms, you also confirm you are given your unequivocal, clear, affirmative consent to your agreement with these automatic renewal terms, the cancellation policy, and that you understand how to cancel before your card is charged for the following month.**



7. **Voluntary Participation**

- a. Client understands and agrees that he/she is voluntarily choosing to enroll in Program and is solely responsible for any outcomes or results. While Coach believes in her services and that Program is able to help many people, You acknowledge and agree that Think Bigger Productions is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in Program and any results therein.
- b. **Technology.** Coach is not responsible for any specific technology Client may need in order to adequately view and utilize Program. Client's inability to access Program due to a technology issue on Client's end does not qualify Client for a refund, nor does it alleviate Client of his or her responsibility to make monthly payments, unless or until Client's membership is properly canceled in accordance with the cancelation policy in paragraph five (5).

8. **Disclaimer**

- a. Client understands that he or she must actively participate in the full Program in order to see results. While many of Coach's past and current clients have experienced wonderful benefits from the Program, and Coach and his/her team will act in their full capacity to ensure your success and happiness in the Program, Coach cannot guarantee results of the Program, and cannot make any representations or guarantees regarding individual results. Client will hold Coach and Program harmless if he or she does not experience the desired results.
- b. **Earnings Disclaimer:** Coach also does not make any guarantees or assurances regarding a particular financial outcome based on use of Program, nor is Coach responsible for Client earnings, or any increase or decrease in finances based upon information within Program. Any information or testimonials regarding past or current clients' participation in programs, or working with Coach contained on Website or in sales material that contain financial information are individual, and results may vary.
- c. Client understands that all services provided by Coach in connection with the Program being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Program and work with Coach on a purely voluntary basis and does not hold Coach or Program responsible should Client become dissatisfied with any portion of the Program.
- d. Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the



program, as long as Coach delivers the Program as described in Paragraph 1 above, or similar substitutes, upon additional agreement by Coach and Client.

- e. Client also understands Coach is not a doctor, nurse, lawyer, financial adviser, psychic, licensed therapist, or otherwise, and agrees to hold Coach harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Program. The content provided by Coach on his/her website and within the Program is comprised of information that has worked for Coach and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Coach cannot guarantee results from this Program, and has no expectation of a specific result that he or she holds Coach responsible for.

9. **Intellectual Property**

- a. Client agrees and understands that Coach has created numerous original, creative works in connection with the Program, and agrees that Coach maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with Client or specifically for Client, including but not limited to: documents, charts, emails, graphs, products, systems, processes, handouts, worksheets, copy for website or sales pages, and any other original work created by Coach. Client agrees she may be granted a limited right to use selected materials in the course of his or her own business, but understands that the original proprietary rights remain with Coach. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Coach to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.
- b. Client agrees and understands he/she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by Coach or obtained through working with Coach, without Coach's express written consent. If such behavior is discovered or suspected, Coach reserves the right to immediately end Client's participation in the Program without refund, as well as access to any program or materials Client may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.
- c. **Licensee Rights: Coach's Limited License to Client:** Client understands that in purchasing the Program, she/he is gaining access to view all content and information available as part of the Program, as well as any additional information or content shared with him/her by Coach as she sees fit. Client understands this means he/she will have been granted a limited, revocable, non-transferable license to read and use the information provided for use in his/her business and life, as instructed or allowed by Coach. As a "Licensee," Client understands and agrees that Client will not:



- i. Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by Coach;
 - ii. Post, distribute, copy, steal or otherwise use any portion of the Program or its content, or information obtained via other members in the group Program without written permission by Coach, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client;
 - iii. Claim any content created by Coach as part of the Program or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by Coach was Client's work, and use in his/her business as his/her own;
 - iv. Share purchased materials, information, content with others who have not purchased them.
- d. Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitute infringement and/or theft of our work, and a violation of this Agreement and United States Federal laws.

10. **Termination**

- a. Coach may elect to terminate this Agreement and Client's access to Program at any time should Client breach this Agreement, become a consistent disruption within Program or otherwise inhibit other participants from enjoying or engaging in Program, speak negatively about Coach or Program, or otherwise cause issues within the course of Program and those within it.
- b. Client may elect to terminate his or her participation within Program at any time simply by choosing not to participate or show up for calls; however, any decision by Client to stop participating in Program **will not relieve Client's obligation to complete any outstanding payment plan, nor will Client be eligible to receive any refund or return of payments.**
- c. In accordance with AB 1319, this Agreement may not be canceled following the ten (10) day cancellation period required by law.

11. **Indemnification**

- a. Client agrees at all times to defend, fully indemnify and hold Coach and any affiliates, agents, team members or other party associated with Coach harmless from any causes of action, injury, illness, misunderstanding, damages, losses, costs, expenses incurred as a result of Client's use of Program, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Program. Should Coach be required to defend herself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Coach's defense, Client agrees to participate and provide any



evidence, documents, testimony, or other information deemed useful by Coach, free of charge.

12. **Dispute Resolution**

- a. Should a dispute arise between Coach and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a “dispute” and agrees he or she does not hold Coach responsible for any specific results, or those results which have been achieved by other clients of Coach.)
- b. If unable to reach a resolution informally, Client and Coach agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in LOS ANGELES, CALIFORNIA within a reasonable amount of time. Client and Coach agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties, and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgment of law or decree.

13. **Applicable Law**

- a. This Agreement shall be governed by and under control of the laws of CALIFORNIA regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of CALIFORNIA are to be applicable here.

14. **Amendments**

- a. This Agreement may be altered, amended, changed, extended, or updated depending on current laws, structure of Program, or Coach’s business. Client’s continued use of Program constitutes an agreement to the most updated version of this Agreement.



PROGRAM OUTLINE ADDENDUM

Client understands, acknowledges, and agrees he/she is purchasing a monthly subscription to **The STTB+ Program**. Once the Program is purchased and all Agreements are signed, the Program continues monthly for 4 months. During this time, Coach and other Think Bigger Coaching Team Members will provide the following products and/or services:

- **Each month will focus on ONE part of my signature Booking Method Process:**
 - July 2023 - Thinking
 - August 2023 - Feeling
 - September 2023 - Doing
 - October 2023 - Saying
- **Deliverables each month:**
 - A Peer Review of ONE self tape
 - A Coach led workshop with a Q&A
 - A Coach Review of ONE self tape
 - Training Videos
 - Vault of Sides
 - Bonus Workshops:
 - Two Takes Workshop with CD Jeremy Gordon
 - Comedy Workshop with Camille Chen

NOTE: Coaches are working actors and appointments, auditions and/or bookings come; sometimes very last minute. In the event that these conflict with our scheduled class and Q&A meetings, Coaches will notify you immediately to reschedule.

Client has carefully read this Program Outline and acknowledges that he/she is aware of what is, and what is not included within this Program. Client is aware that this Program Outline includes EVERYTHING included within the Program. If Client expects additional information, products, services, or other information to be provided in this Program but does not see it here, Client understands it may not be included. Coach is under no obligation to provide anything other than what is listed above, with the exception of updated or ever-changing Bonuses offered for limited periods of time. No edits or amendments may be made to this Program Outline Addendum without express written consent of both parties.

By completing the online purchase and being charged the amount listed above, Client confirms he or she has reviewed this Program Outline, completed any and all appropriate additional research, and asked any and all necessary questions of Coach and his/her team in order to feel appropriately educated of the Program and product/service being offered. Client understands he or she will not be entitled to a refund once completing this purchase for any reason, other than as discussed above.