

## **Terms of Purchase of programs, templates or products from the elevateHER Company Limited**

Last Modified: June 5th, 2024

1. **PARTIES.** In consideration of being permitted to participate in the masterclass (the "Services"), and the value you will gain by participating in the Services, you hereby agree to these Terms of Purchase. These Terms of Purchase are entered into between you (hereinafter "you" or the "Client") and the elevateHER Company Limited, a HongKong limited liability company (hereinafter "Company", "we" or "us"). You and the Company are collectively referred to herein as the "Parties".
2. **ACCEPTANCE OF TERMS OF PURCHASE.** The following Terms of Purchase ("Terms") govern your use of and access to the Services. These Terms are legally binding and it is your responsibility to read them before you begin to use the Services. By using and participating in the Services, you accept and agree to be bound and abide by these Terms.
3. **SERVICES.** Services will include the following: Instant and lifetime access to masterclass portal with trainings and digital downloads, including any and all updates to the trainings and digital downloads
4. **CLIENT RESPONSIBILITY.** As part of your participation in the Services, you are expected to complete the requisite work assigned throughout the coaching or program or templates provided. There is no guarantee for success as Client is responsible for completing work and following the Company's recommendations.
5. **REGISTRATION AND PAYMENT.** In full consideration of Company's performance, her obligations and the rights granted herein, Client agrees to pay in full for the Services as set forth on Company's website. All payments made by Client to Company are non-refundable. If Client elects to pay in monthly installments, payment shall be automatically collected by Company on a monthly basis. If Client elects to pay in monthly installments, Client may not terminate or cancel any future payment obligations. Due to the nature and immediate access to the Services, if Client discontinues participation in the Services, Client hereby agrees to remain responsible for all outstanding payments for the remainder of the Term. Payment will be collected by Company via Credit Card or PayPal through the Company's website. If Client fails to make payment, the services of a lawyer or debt collector shall be sought to ensure that client makes good on payment commitments. You hereby give the Company authorization to charge your credit/debit card on file for any outstanding fees. Payment failure will result in termination of the Services, effective immediately. You agree and warrant that all payment instruments, credit cards and related information, i.e. billing address, used in connection with your registration and participation in the Services are

correct and that you are authorized to use such payment instrument. You may not resell, assign, or transfer your registration to participate in the Services.

6. LATE FEES. If Company does not receive payment from you within fourteen (14) calendar days of any payment date, then you will be charged a late fee of 1.5% of the outstanding amount per each day that Company does not receive payment.
7. CHARGEBACKS. You are to make every attempt to file for a refund prior to attempting a chargeback with your financial institution. You will remain responsible for amounts due under this Agreement in the event you dispute payment with your financial institution. In the event of a chargeback attempt, you expressly agree to forfeit any and all intellectual property or deliverables afforded to you in exchange for your purchase of the Services. Company reserves the right to present proof of purchase and this Agreement to the financial institution investigating the dispute.
8. BUSINESS HOURS. Company's business operating hours are as follows: Monday – Thursday from [9:00am to 3:00pm EAT]. All emails will be responded to within [twenty-four (24)] hours during Business Operating Hours. If communication is made to Company during the weekend, it will be addressed the following Business Day. Company will be closed on holidays and for vacation(s), which may affect Company's business operating hours. Company's closures for vacation are within the Company's sole authority and discretion.
9. RECURRING SUBSCRIPTIONS. If you select a Service with a recurring subscription (autorenewal), you authorize Company to maintain your account and payment information and charge that account automatically upon the renewal of the Service.
10. CLIENT CONFIDENTIALITY. During the course of the Company's performance of Services, you may receive, have access to and create documents, records and information of a confidential and proprietary nature to the Company. This confidential information may include but is not limited to Company work product, coaching materials, company and member financial information, marketing plans and strategies, market research, client and other mailing lists, business transactions, supplier or vendor relationships, contract terms, present and future projects and products, and pricing and cost information, and other information that is not generally known to the public ("Confidential Information"). You acknowledge and agree that such Confidential Information is an asset of the Company, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of the Company and must be kept strictly confidential and used only in the performance of your performance under this Agreement. You agree that you will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except as otherwise directed by Company in the course of your performance under this Agreement, and thereafter only with the written permission of Company. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

Upon termination of this Agreement or upon the request of Company, you will return to Company all of the Confidential Information, and all copies or reproductions thereof, which are in your possession or control. You also acknowledge your continuing obligation to raise any confidentiality questions or concerns with the Company in a timely manner.

11. **CANCELLATION POLICY.** If you cancel your participation in the Services for any reason, we will not issue any credits or refunds of the registration or coaching session fee(s), without exceptions. If you elect to pay for the Services in monthly installments and you cancel your participation in the Services for any reason, you will remain responsible for all outstanding payments to the Company for the remainder of the term for which your monthly installments are due.
12. **FORCE MAJEURE.** If either Party hereto is unable to perform any of its obligations, with the exception of payment, by reason of fire or other casualty, strike, act or order of public authority, global pandemic, administrative order by governmental authority, act of God, or other cause beyond the control of such Party (hereinafter, a "Force Majeure Event"), then such Party shall be excused from such performance during the pendency of such cause. COVID-19 and any related governmental orders or shutdowns are known phenomena and not Force Majeure events. The Party suffering a Force Majeure Event shall give written notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
13. **INTELLECTUAL PROPERTY RIGHTS.** All content, materials and features displayed or provided in connection with the Services, including but not limited to information, software, images, text, designs, graphics, video, audio, written materials, presentations and the arrangement thereof, are owned by the Company, its licensors or other providers of such material, and are protected by copyright, patent, trademark, trade secret and other intellectual property or proprietary rights laws. The Company name, trademarks, the Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its licensors. You may not use such trademarks or other intellectual property belonging to the Company without the prior written consent of the Company.
14. **NO REPRODUCTION.** You may not reproduce, distribute, modify, create derivative works of, republish, transmit, sell, resell, or exploit any of the material displayed or provided in connection with the Services.
15. **PRIVACY.** You agree that all information you provide to register for the Services, including, but not limited to, through the use of any interactive features on the Company's website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
16. **USER CONTRIBUTIONS.** If you submit a comment, photo, video or other materials to Company in connection with the Services, you agree that we have a non-revocable

commercial license to republish your submission in whole or in part, unless you explicitly state in writing that we do not have such permission.

17. **GENERAL DISCLAIMER.** To the fullest extent permitted by law, we expressly disclaim any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Services, including without limitation any liability for any loss of revenue; loss of actual or anticipated profits; loss of contracts; loss of business; loss of opportunity; loss of goodwill; loss of reputation; damage to or corruption of data; or any indirect or consequential loss, whether such loss or damage was foreseeable or in the contemplation of the Parties, whether caused by negligence, breach of contract or otherwise. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Services or that the Services will otherwise meet your needs or expectations. Neither the Company nor anyone associated with the Company warrants that the Services or its related content will be error-free, accurate, reliable, or uninterrupted, that defects will be corrected, that the website or the server that makes it available are free from viruses or other harmful components. The foregoing does not affect any liability that cannot be excluded or limited under applicable law. Services are for informational/educational purposes only. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Company shall not be liable for any and all liability arising from any reliance placed on such materials by you or by anyone who may be informed of any of its contents. We are not medical, legal, financial or other professionals, or if we are, we are not acting in any professional capacity, including medical, legal, financial or otherwise. The Services should not be construed as medical, legal, or financial advice.
18. **WARRANTIES DISCLAIMER.** Your use of the Services or items obtained throughout your participation in the Services is at your own risk and are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
19. **EARNINGS DISCLAIMER.** While we may reference certain results, outcomes or situations in connection with the Services, you understand and acknowledge that we make no guarantee as to the accuracy of third-party statements made or the likelihood of success for you as a result of these statements. You understand that individual results and outcomes will vary. We cannot guarantee your success merely by your participation in the Services or your access, purchase or completion of any material provided relating to the Services. Any results provided in connection with the Services are not guaranteed or typical.
20. **TECHNOLOGY DISCLAIMER.** We make reasonable efforts to provide you with modern, reliable technology. However, in the event of a technological failure, you accept and acknowledge our lack of responsibility for said failure. We cannot guarantee that all

information provided in connection with the Services is completely accurate, complete or up to date, and disclaim liability for any such errors or omissions.

21. **WARRANTIES AND REPRESENTATIONS.** Parties represent and warrant to each other that each is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between either Party and any third party. The Parties represent and warrant to each other that each is at least 18 years of age at the time of execution of the Agreement.
22. **ASSIGNMENT.** This Agreement is personal to each of the Parties. No rights or obligations may be assigned or delegated by either Party at any time, unless such assignment is in writing and signed by both Parties.
23. **ASSUMPTION OF RISK.** By participating in and accessing the Services, whether paid or unpaid, you assume the risk of your access and any subsequent actions you choose to take as a result of the informational or educational materials provided to you.
24. **INDEMNITY AND RELEASE.** You agree to indemnify, defend and hold harmless Company, its affiliates, employees, agents, licensors, and service providers from and against any and all third party suits, claims, demands, causes of action, liabilities, damages, judgments, losses, costs and expenses, including reasonable legal expenses and attorney's fees arising out of your use of and participation in the Services, including but not limited to your User Content, any use of the Company's website's content, Services, or your use of any of the information obtained from the Services.
25. **LIMITATION ON LIABILITY.** You understand and agree that, to the maximum extent permitted by applicable law, the Company will not be liable for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Services, including without limitation any liability for any loss of revenue; loss of actual or anticipated profits; loss of contracts; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of contracts; damage to or corruption of data; or any indirect or consequential loss, whether such loss or damage was foreseeable or in the contemplation of the Parties, whether caused by negligence, breach of contract or otherwise. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.
26. **WAIVER.** The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.
27. **LIMITATION ON TIME TO FILE CLAIMS.** Any cause of action or claim you may have arising out of or relating to these Terms of Purchase or the Services must be commenced within one (1) year after the cause of action accrues; otherwise such cause of action or claim is permanently barred.

28. SEVERABILITY. If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

29. NOTICES. All notices, claims, and demands made upon Company under this Agreement must be in writing and addressed to Company at the email address set forth below. A notice by a Party is effective only if the Party giving the Notice has complied with the requirements of this Section.

Notice to Company:

The ElevateHER Company Limited  
Attention: Rebecca Muriuki  
[rebecca@rebeccakay.co](mailto:rebecca@rebeccakay.co)

30. ENTIRE AGREEMENT. These Terms are the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition, or other provision that is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms). The English version of these Terms will control if there is any conflict.

31. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

32. MEDIATION. In the event a dispute shall arise between the Parties that is related to or arises out of these Terms, the Parties agree to attempt to resolve the dispute through mediation. The mediation will take place in Nairobi, Kenya or remotely via Zoom. The Parties agree to cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. For a mediation, the parties will agree to use commercially reasonable efforts to begin the mediation within 15 business days of the selection of the mediator and to conclude the mediation with 30 days of the start of the mediation. The costs of the mediation will be equally split between the Parties. If the Parties fail to agree at the completion of the mediation, the requesting part may commence legal proceedings to resolve the dispute.

33. JURISDICTION AND VENUE. If the Parties cannot resolve any dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, either party may file suit in a court of competent jurisdiction in the state or federal courts of Nairobi, Kenya and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.