

## Member License Agreement

1. This Member License Agreement (also, this “agreement”, “Agreement”, “Member License” or “Member Agreement”) is made by and between **ellyssatai.com**, (also herein, “we”, “us”, “our” or “Licensor”), including our legal successors and assigns, and you, the member (“Member”, “you”, “your” or “Licensee”). Thus, in this Agreement we and you set forth the terms by which we provide and allow you access to, and the use of, parts of our content and services that we have reserved exclusively for our Members. You already are a user of our content and have agreed to all of the terms of our [Terms & Conditions & User Agreement](#) and our [Privacy Policy](#), which are both linked here for your convenience, all the terms of which are incorporated herein by reference.

2. Membership: If you have joined or have been given access to at least one of the Members’ areas of our website or, as may be applicable, you have enrolled in an educational course, have become an email subscriber with us, participated in one or more of our social media group(s), participated in a membership program and/or system provided by us, purchased any of our products or services, or copied or downloaded any of our free or paid-for content, then you agree that you are a “Member” and “Licensee” under this Agreement and that your use of our site, Materials (as defined in Section 4 below) and/or content is considered a “Membership” under this Agreement. The only type of use of our site, Materials (as defined in Section 4 below) and/or content that would not be considered part of a Membership with us would be if (i) you only read our site’s content for the sole purpose of your personal enjoyment or education and/or (ii) you only used our site to click on an advertisement, third-party link or external link; otherwise, your use of our site, Materials and/or content shall constitute your using your “Membership” with us as a “Member” and “Licensee” under this Agreement.

3. The Brands: You acknowledge and agree that we are the sole owner of the following names and brands, and, as applicable, the following internet domain names: **“ellyssatai.com”**, **“mytherapybuddy.org”**, **“copywriterinbox.com”**, **“copytocashclub.com”**, **“humanofimpact.org”**, **“humanofimpact.com”**, **“sellthatsaas.com”**, **“heyellyssa.com”**, and any variations thereof, including but not limited to any and all designs, logos, trade dress, marks, trademarks (whether or not included in any formal trademark application already or in the future) and branding associated with these names (all these collectively referred to herein as the “Brands”).

4. The Materials: In connection with your Membership, we have provided and are providing you with access to materials related to your Membership, including content, media of any kind, assets, intellectual property, login credentials, Licensee’s Participation and Licensee’s Testimonials (both as defined in Section 6.D. below), templates, Templates (as defined in Section 6.E. below), which hereby include any and all materials, documents and information we provide to you as a general user of our website, whether already or in the future, and also include any and all additional materials, documents and information we provided to you as a Member, whether already or in the future, and which may or may not include or be labeled with the Brands (herein, the “Materials”). You acknowledge and agree that we are the sole and exclusive owner of the Brands and Materials, and that all our Brands and Materials hereby are, and shall be, considered “corporate documents”, or

“Corporate Documents”, as described by the World Intellectual Property Organization (“WIPO”) and in the Digital Millennium Copyright Act of 1998 of the United States, as amended.

5. Natural Person: You and we agree (i) that we are providing the Materials under this Agreement to you personally, individually and as a natural person, and also to Licensee’s Entity (or Licensee’s Entities) (as defined in the following section), if any; therefore, you are entering into this Agreement as an individual and also on behalf of any Licensee’s Entity, and (ii) that we are providing the Materials to you for your own personal and individual education and development and for the benefit of any Licensee’s Entity and for no other purpose except as may be provided in this Agreement. If you use the Materials for any Licensee’s Entity, then you and such Licensee’s Entity (or Licensee’s Entities) shall be bound jointly and severally and hereby agree to every term of this Agreement and you are hereby representing you have the express authority of Licensee’s Entity (or Licensee’s Entities) to so bind and agree on behalf of such entity (or entities).

6. Our Grant of License to You: Licensor hereby grants to Licensee and Licensee hereby accepts the right, privilege and nonexclusive license to use the Materials solely in connection with Licensee’s personal individual use and for the benefit of Licensee’s Entity (or Entities), if any; in this Agreement “Licensee’s Entity” or “Licensee’s Entities” shall mean the website(s), business entity (or entities), organization(s) or other entity (or entities) of which Licensee personally and individually is the 100 percent owner. Licensee shall use the Materials at all times for Licensee’s personal individual use and/or for the use of Licensee’s Entity (or Licensee’s Entities), if any, and for no other purpose. Licensee agrees to NOT share Licensee’s login credentials, if any, for Licensor’s website or system with any other person or party. Unless otherwise stated by Licensor as to certain of Licensor’s Brands or Materials, Licensor represents and warrants that, to the best of its knowledge, it owns all rights and privileges to the Brands and Materials, including but not limited to all rights under any and all applicable intellectual property and general property laws.

A. License Fee: Licensee represents Licensee has duly paid Licensor a license or membership fee for the use of the Brands and Materials to which Licensee has been given access by Licensor. If a User/Licensee has obtained unauthorized access to certain member areas or to Materials for which the User/Licensee hasn’t paid, such User/Licensee is in material breach of this Agreement, including Licensor’s Terms & Conditions.

B. Nonexclusivity: Nothing in this Agreement shall be construed to prevent Licensor from granting any other licenses for the use of the Brands or Materials or from utilizing or modifying the Brands or Materials in any manner whatsoever. Licensee agrees not to interfere in any manner with, or attempt to prohibit the use of the Brands and Materials by, any other person duly licensed by Licensor.

C. Protection of Our Title & Rights: Licensee agrees that it will not, during the term of this Agreement, or thereafter attack the title or infringe on any rights of Licensor in and to the Brands and Materials or attack the validity of the license granted herein. Licensee agrees to assist Licensor to the extent necessary in the procurement of any protection or to protect any of Licensor’s right to the Brands and Materials. Licensee shall notify Licensor in writing of any infringements or imitations by others of the Brands and Materials which may come to Licensee’s attention, and Licensor shall have the sole right to determine whether or not any action shall be

taken on account of any such infringements or imitations. Licensee agrees to cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's rights in and to the Brands and Materials, and Licensor shall reimburse Licensee its reasonable costs for such cooperation unless Licensee is in breach of this Agreement. It is agreed that nothing contained in this Agreement shall be construed as an assignment or grant to the Licensee of any right, title or interest in or to the Brands and Materials, it being understood that all rights relating thereto are reserved by Licensor, except for the license hereunder to Licensee of the right to use the Brands and Materials only as specifically and expressly provided in this Agreement.

D. Licensee's Participation and Testimonials. Assignee hereby authorizes Licensor to use any and all photographs, digital images, any recordings of Licensee's voice, videos or other likeness of Licensee provided by Licensee as part of Licensee's participation in any of Licensor's production of any of Licensor's content or Materials ("Licensee's Participation"). Also, Assignee hereby authorizes Licensor to use any and all photographs, digital images, any recordings of Licensee's voice, videos or other likeness of Licensee and text-copy provided by Licensee as part of Licensee's participation in any of Licensor's production of any of Licensor's content or Materials ("Licensee's Testimonial"). Licensor's standard practice in publishing its Licensee's Testimonials includes the publication of Licensee's first name and last initial, Licensee's state, province and/or country of residency, and/or a small (no greater than 300px by 300px) photo of Licensee, along with a small (not exceeding 500 words) amount of the text-copy (or reasonable paraphrasing or translation of the text-copy) provided by Licensee. Licensee hereby agrees that effective immediately and until the termination or expiration of this Agreement, Licensee will be deemed to have assigned, transferred and conveyed to Licensor any trade rights, equities, goodwill, titles or other rights in and to the Brands and Materials which may have been obtained by Licensee or which may have vested in Licensee in pursuance of any endeavors covered hereby, including without limitation Licensee's Participation and/or provision of any Licensee's Testimonial. Any such assignment, transfer or conveyance shall be without compensation or consideration other than the mutual covenants and considerations of this Agreement. Licensee recognizes that there exists great value and goodwill associated with the Brands and Materials, and acknowledges that the Brands and Materials, and that all rights therein and goodwill pertaining thereto, belong exclusively to Licensor, and that the Brands and Materials have a secondary meaning in the mind of the public. Licensee also agrees, represents and warrants that Licensee's Participation and/or Licensee's Testimonial shall in no way infringe upon the intellectual property rights of any third party.

E. Use of Brands, Materials and Templates: Licensee shall have no right to affix the Brands or Materials to any building, sign, merchandise, image, website or webpage, document or other item, whether online or offline, without first obtaining Licensor's express written consent, which consent shall be at the sole discretion of Licensor. Licensee shall have no right to copy any of the Brands or Materials, without first obtaining Licensor's express written consent, which consent shall be at the sole discretion of Licensor. Licensee shall have no right to modify any of the Materials without first obtaining Licensor's express written consent, which consent shall be at the sole discretion of Licensor. Licensee hereby promises that Licensee's use of the Brands or Materials, whether directly or by association, (i) shall not in any way reflect negatively on Licensor's Brands, Materials or on Licensor, in general, and (ii) shall be and are fully compliant

and complimentary with any applicable laws, regulations, corporate rules and guidelines. If or when Licensor provides Licensee with a part of the Materials as a template for Licensee's modification and personal individual use or for use with Licensee's Entities (the "Template"), Licensee may copy and modify the Template as long as Licensee's use and modifications of the copy of the Template fully comply with Licensor's written instructions for the Template and with the terms of this Agreement. After Licensee's full compliance with Licensor's written instructions for modifying the Template (hereafter "Licensee's Modified Template"), Licensee may affix Licensee's Modified Template to any website or webpage, document or other item, whether online or offline. Licensee further agrees to fully complete and comply with Licensor's written instructions for the Template including without limitation any attribution or copyright-notice instructions. Licensee also acknowledges and agrees that Licensor shall retain full and exclusive ownership of Licensor's Template, which Licensor may update and modify from time to time at its sole discretion.

F. Ownership of Brands and Materials: Licensee agrees that the Brands and Materials are the sole property of Licensor and that Licensee has no interest whatsoever in such Brands and Materials, and Licensee shall use the Brands and Materials only for so long as the license granted hereby remains in full force and effect. Licensee shall not take any actions, or aid or assist any other party to take any actions that would infringe upon, harm or contest the proprietary rights of Licensor in and to the Brands and Materials. Any information that Licensee is exposed to by virtue of their relationship with Licensor under this Agreement, which information is not available to the general public, including without limitation the Materials and Licensor's Templates, shall be considered to be "Confidential Licensor Information." Licensee may not disclose any Confidential Licensor Information to any person or entity, except when and where compelled by law, unless Licensee obtains prior written consent for such disclosure from Company.

G. Indemnification. Licensee agrees to defend, indemnify and hold harmless Licensor, its officers, affiliates, directors, agents, and employees from and against any and all property damage, personal injuries or death, and other liability, loss, cost, expense, or damage, including, without limitation, court costs and reasonable attorney's fees arising out of Licensee's personal individual conduct, actions or inactions, the operations of Licensee's Entity or Licensee's Entities, if any, and/or from Licensee's breach of any of the terms of this Agreement, Licensor's Terms and Conditions or Privacy Policy.

H. Lifetime Access, Term, Termination: If at any time Licensor offers Licensee "Lifetime Access" to any part or all of the Materials, "Lifetime Access" shall mean Licensee's license rights granted hereunder and rights to use the Materials may be terminated by Licensor immediately with or without notice and without the opportunity to cure should any of the following events occur: (i) the death of Licensee, or (ii) the end of Licensor's business as a going concern, including, for example and without limitation, by its bankruptcy, or (iii) the end of, or disability for greater than 12 months of, Licensor's access to and use of the internet, which is the primary platform or system by which the Materials are delivered to Licensee, or (iv) Licensee shall fail or refuse to perform any other obligation created by this Agreement or Licensee breaches any term or condition of this Agreement or any other agreement between Licensee and Licensor or its

affiliates, or (v) Licensee has made any misrepresentations relating to the acquisition of the license granted herein, or (vi) Licensee engages in conduct which reflects unfavorably on the Brands and Materials or upon the operation and reputation of Licensor's business; "Lifetime Access" shall not include Licensee's access to any social media forums, groups or pages sponsored by Licensor, any Materials expressly excluded by Licensor, or any Materials labeled by Licensor as available for a limited time. Licensee may not terminate this Agreement. In the event of termination of this License for any reason, Licensee shall immediately cease all use of the Brands and Materials and shall not thereafter use any material, name, mark or trade name similar thereto. Termination of the license under the provisions of this subsection shall be without prejudice to any rights which Licensor may otherwise have against Licensee.

I. Relationship of Parties. Licensee shall not in any manner or respect be the legal representative or agent of Licensor and shall not enter into or create any contracts, agreements, or obligations on the part of Licensor, either expressed or implied, nor bind Licensor in any manner or respect whatsoever; it being understood that this Agreement is only a contract for the license of the Brands and Materials. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint-venturers or of franchisor / franchisee. This Agreement and all rights and duties hereunder are personal and individual as to Licensee and Licensee shall not, without the written consent of Licensor, which consent shall be granted or denied in the sole and absolute discretion of Licensor, be assigned, mortgaged, sublicensed or otherwise encumbered by Licensee or by operation of law. This Agreement may not be waived or modified except by an express agreement in writing signed by both parties by non-electronic signature. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement with respect to its subject matter, which represents the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof and either party within the time provided by applicable law may commence appropriate legal proceedings to enforce any or all such rights.

7. Notices. All notices from us to you relating to this Agreement will be sent to the email address you have provided to us. If or when you would like to notify us about your Membership or about anything relating to this Agreement, you can do so at the following email address: **"a d m i n @ humanofimpact.org" (without the spaces)**, including the word "membership" in the subject line.

Legal Template provided by <https://SimplyDoneLegal.com>; Copyright © 2015-2022, ALL RIGHTS RESERVED; used here by written permission; last updated January 1, 2022.

END OF MEMBER LICENSE AGREEMENT