

NPBO™ PRIVATE COMMUNITY MEMBERSHIP TERMS

LAST UPDATED 08/14/2023

PARTIES

This writing outlines the intended legal relationship between NP Choice, LLC (the “COMPANY”) and you (the “MEMBER”). The writing (the “AGREEMENT”) is intended to govern and control your purchase of the NPBO™ Private Community Membership] (the “MEMBERSHIP”) from the COMPANY.

The COMPANY and the MEMBER are the intended parties (the “PARTIES”) to this AGREEMENT.

ACCEPTING THESE TERMS

As the MEMBER, you are entering into a legally binding agreement with the COMPANY, a Missouri Limited Liability Company, according to the following terms and conditions, when you do any of the following:

- Click “I Agree”
- Email your statement of agreement
- Enter your credit card information
- Sign this agreement on this page, or reverse
- Enroll electronically in the MEMBERSHIP
- Enroll verbally, or otherwise, in the MEMBERSHIP

With this acceptance, the PARTIES agree that any individual, associate, and or assign are bound by the terms of this AGREEMENT. A facsimile, electronic, or emailed executed copy of acceptance of this AGREEMENT is *legally binding* with either a written or electronic signature and has the same result as an originally signed copy.

COMPANY’S SERVICES

This AGREEMENT is executed and valid, when MEMBER accepts these terms (electronically, verbally, written, and or otherwise).

The terms of this AGREEMENT are binding on any additional goods and or services supplied by COMPANY to MEMBER.

PARTIES agree that the MEMBERSHIP is in the nature of healthcare provider business education.

The scope of services provided by COMPANY according to this AGREEMENT are limited to those listed on COMPANY’s website, or as part of the MEMBERSHIP. COMPANY reserves the right to substitute services equal to or comparable to the MEMBERSHIP for the MEMBER if the need arises, without prior notice.

CONFIDENTIALITY

The term “Confidential Information” means INFORMATION WHICH IS NOT GENERALLY KNOWN TO THE PUBLIC RELATING TO THE MEMBER’S BUSINESS OR PERSONAL AFFAIRS.

COMPANY agrees not to disclose, reveal, or make use of any Confidential Information learned of through its transactions with

MEMBER during discussions and interactions with MEMBER, or otherwise, without the *written consent* of MEMBER..

COMPANY shall keep the Confidential Information of the MEMBER in strictest confidence and shall use its best efforts to safeguard the MEMBER’S Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft.

The COMPANY’S [privacy policy](#), [terms of use](#), [disclaimers](#), and [disclosures](#) also apply to how COMPANY collects, uses, stores, and who has access to any personally identifiable information supplied by the MEMBER due to its enrollment in the MEMBERSHIP.

NO TRANSFER OF INTELLECTUAL PROPERTY

COMPANY’s copyrighted and original materials are provided to the MEMBER for his or her **INDIVIDUAL USE ONLY** and under a limited single-user license.

MEMBER is not authorized to use any of COMPANY’s intellectual property, trademarks and or copyrights, for any purpose. MEMBER is not authorized to share, copy, distribute, or otherwise disseminate any materials received from COMPANY electronically, or otherwise without the prior written consent of the COMPANY.

ALL INTELLECTUAL PROPERTY, INCLUDING COMPANY’S COPYRIGHTED COURSE MATERIALS SHALL REMAIN THE SOLE PROPERTY OF THE COMPANY. NO LICENSE TO SELL OR DISTRIBUTE COMPANY’S MATERIALS IS GRANTED OR IMPLIED.

MEMBERSHIP RULES

To the extent that MEMBER interacts with COMPANY staff and or other members, MEMBER agrees to behave professionally, courteously, and respectfully with staff and members at all times. MEMBER agrees that failing to follow course rules is cause for termination of this AGREEMENT. In the event of such a termination, MEMBER is not entitled to recoup any amounts paid and remains responsible for all outstanding amounts of the Fee.

DISPARAGEMENT

In the event that a dispute arises between the PARTIES or a grievance by MEMBER, the PARTIES agree and accept that the *only* venue for resolving such a dispute is the venue identified below. PARTIES further agree that they will not engage in any conduct or communications public or private, designed to disparage the other. Such an act constitutes a breach of this AGREEMENT.

USE OF MEMBERSHIP MATERIALS

- By accepting this AGREEMENT, MEMBER consents to recordings being made of the MEMBERSHIP.
- COMPANY reserves the right to use, at its sole discretion, the following: MEMBERSHIP materials, videos, audio

recordings, and materials submitted by MEMBER (in the context of the MEMBERSHIP); for future lecture, teaching, and marketing materials, and further other goods/services provided by COMPANY, without compensation to the MEMBER.

- MEMBER consents to its name, voice, and likeness being used by COMPANY for future lecture, teaching, and marketing materials, and further other goods/services provided by COMPANY, without compensation to the MEMBER.

MEMBERSHIP COMMUNITY

LIVE CALLS & CALL RECORDINGS

As part of the MEMBERSHIP, the COMPANY provides live calls, webinars, web casts, or any other audio or visual interaction known or yet unknown.

The COMPANY reserves the right to record any and all of its offered calls, webinars, web casts, and or any other method of hosting and recording an interaction with you and to reuse, redistribute, repurpose, or any other method that COMPANY decides to use as part of its business.

As a MEMBER, when you access and or participate on a call, webinar, online video conferencing, web casts, or any other method known or not yet known with the COMPANY as part of the MEMBERSHIP, you grant the COMPANY a non-exclusive, limited use, worldwide license to your voice, likeness, and or words without compensation to you now or at any time in the future.

1:1 SUPPORT

COMPANY agrees to provide private one-to-one support to MEMBER as part of MEMBERSHIP according to these terms:

- Office Hours, as posted in the member's portal.
- Scheduling is done through a calendar app, the link is in the member's portal.
- Appointments may be scheduled as time is available.
- Appointments consistently missed without notification may result in loss of access.

EMAIL SUPPORT

The COMPANY provides email support as part of the MEMBERSHIP as outlined here:

- Member's can send emails with their questions IF they are not appropriate for posting in the member community (preferred).
- Email questions will be answered within 24 hours during the week.

Circle Community GROUP

As part of the MEMBERSHIP, the COMPANY provides access to a private Circle.so community. Access and responsibilities to the Circle community are outlined in the Circle community terms available within the MEMBERSHIP.

MEMBER CONTRIBUTED CONTENT

The COMPANY values the engagement and contribution of the MEMBER in the MEMBERSHIP.

When the MEMBER contributes, participates, or engages in any way with the MEMBERSHIP:

- By submitting or posting any materials or content as part of the MEMBERSHIP, the MEMBER grants the COMPANY a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy,

distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials.

- MEMBER represents, warrants and covenants that any content, including but not limited to text, images, videos, music is not committing copyright infringement.
- MEMBER represents, warrants and covenants that any content provided does not contain libelous or otherwise unlawful, abusive or obscene material.
- The COMPANY has MEMBER'S permission to use any MEMBER submitted content without incurring obligations of confidentiality, attribution or compensation to MEMBER.
- All MEMBER contributed content is subject to the terms set forth below and in our standard Terms and Conditions, which include our policy regarding copyright infringement;

The COMPANY reserves the right not to post MEMBER content if it contains any of the following types of content or violates other guidelines.

By way of example, and not as a limitation, MEMBER agrees that when contributing content, MEMBER will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of other MEMBERS; ;
- Use obscenities, discriminatory language, or other language not suitable for a public forum;
- Post advertisements, "spam" content, or references to other products, offers, or websites;
- Post email addresses, URLs, phone numbers, physical addresses or other forms of contact information;
- Post unduly critical or spiteful comments of other content posted on the page or its authors;
- Post files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights or have expressly received all necessary consents;
- Post files or content that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, or impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity;

NO RESALE OF SERVICES PERMITTED

MEMBER agrees not to reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purpose, any portion of the MEMBERSHIP including materials, use of the MEMBERSHIP, or access to the MEMBERSHIP. This AGREEMENT is not transferable or assignable without the COMPANY's prior written consent.

PAYMENT SCHEDULE

MEMBER agrees to pay COMPANY the stated fee (the "FEE") according to the payment terms:

- As outlined on COMPANY's website,
- Provided through email,
- According to the Payment Schedule and the payment plan selected by MEMBER (the "FEE"), or
- As otherwise noted in this AGREEMENT.

PAYMENT MONTHLY SUBSCRIPTION

By purchasing a Monthly Subscription, MEMBER agrees that the MEMBERSHIP has an initial and automatic recurring monthly payment. MEMBER may cancel at anytime.

To cancel the MEMBERSHIP, the MEMBER is required to:

- Cancel from within the portal by logging in to your account.
- Cancel from PayPal or Stripe
- Send an email to npbohelp@gmail.com requesting cancellation of the membership.

After MEMBER cancels MEMBERSHIP, the MEMBER has access to the MEMBERSHIP until the end of the currently paid for payment period.

PAYMENT ANNUAL SUBSCRIPTION

By purchasing an Annual Subscription, MEMBER agrees that the MEMBERSHIP has an initial payment and recurring annual payments.

To cancel the MEMBERSHIP, the MEMBER is required to:

- Cancel from within the portal by logging in to your account.
- Cancel from PayPal or Stripe
- Send an email to npbohelp@gmail.com requesting cancellation of the membership.

After MEMBER cancels MEMBERSHIP, the MEMBER has access to the MEMBERSHIP until the end of the currently paid for payment period.

REFUNDS

Upon execution of this AGREEMENT, MEMBER is responsible for the full FEE. If MEMBER decides to cancel, not participate, or changes his or her mind, the **COMPANY DOES NOT PROVIDE ANY REFUND FOR ANY REASON TO THE MEMBER.**

CHARGEBACKS & PAYMENT SECURITY

To the extent that MEMBER provides COMPANY with credit card(s) information for payment of FEE on MEMBER'S account, COMPANY is authorized to charge MEMBER'S credit card(s) for any unpaid charges on the dates agreed to in the Payment Schedule.

MEMBER shall not make any chargebacks to COMPANY'S account or cancel the credit card that is provided as security without COMPANY'S prior written consent. MEMBER is responsible for any fees associated with recouping payment and collection fees associated with the chargeback. MEMBER shall not change any of the credit card information provided to the COMPANY without notifying COMPANY in advance.

CONTROLLING AGREEMENT

In the event of any conflict between the provisions contained in this AGREEMENT, any marketing materials used by COMPANY, COMPANY'S representatives, or employees, the provisions in this AGREEMENT control.

ENTIRE AGREEMENT

This AGREEMENT is the entire AGREEMENT between the PARTIES relating to the subject matter and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. Modification to this AGREEMENT is by a writing signed by both PARTIES.

LIMITATION OF LIABILITY

By using COMPANY'S services and enrolling in the MEMBERSHIP, MEMBER releases COMPANY, its officers, employees, directors, and related entities from any and all damages that may result from his or participation in the MEMBERSHIP.

The MEMBERSHIP provides healthcare provider business education. MEMBER accepts any and all risks, foreseeable or unforeseeable arising from the MEMBERSHIP.

Regardless of the previous paragraph, if COMPANY is found to be liable, COMPANY'S liability to MEMBER or to any third party is limited to the lessor of:

- (a) The total amount of money MEMBER paid to COMPANY in the one month prior to the action giving rise to the liability, or
- (b) 60% of the monthly/annual fee, whichever is appropriate for the membership level.

All claims against the COMPANY must be filed with the entity having jurisdiction within 90 days of the date of the first claim or otherwise be forfeited forever. MEMBER agrees that COMPANY will not be held liable for any damages of any kind resulting or arising from, including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of COMPANY'S services or enrollment in the MEMBERSHIP.

MEMBER agrees that use of COMPANY'S services is at MEMBER'S own risk.

FORCE MAJEURE

In the event, either party is unable to perform its obligations under the terms of this Agreement because of acts of God, epidemics, pandemics, shutdowns (local, state, or federal), strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

TERMINATION

The COMPANY may cancel or terminate the MEMBER'S MEMBERSHIP if the MEMBER is

- (1) behind in payment, or
- (2) otherwise in default of this AGREEMENT.

After reasonable attempts to collect the FEE or update payment information, the COMPANY may cancel or terminate the MEMBER'S MEMBERSHIP.

MEMBER understands that reactivation is not guaranteed at any previous payment plans with the COMPANY.

After cancelation or termination, the MEMBER will not have access to the MEMBERSHIP.

INDEMNIFICATION

MEMBER recognizes and agrees that all of the COMPANY'S shareholders, trustees, affiliates, and successors shall not be held personally responsible or liable for any actions, or representations of the COMPANY.

MEMBER shall defend, indemnify (insure and protect), and hold harmless the COMPANY, COMPANY'S shareholders, trustees, affiliates, and successors from and against all liabilities and expenses that they may incur or be obligated to pay because of their relationship with the MEMBERSHIP.

These include (without limitation): claims, damages, judgments, awards, settlements, investigations, legal actions, regulatory actions, costs, attorneys fees, disbursements, or the like that occur from or are related to this AGREEMENT.

Any expenses or liabilities that result from a breach of this AGREEMENT, sole negligence, or willful misconduct by the COMPANY, COMPANY's shareholders, Trustees, Affiliates, or Successors are excluded from indemnification.

DISCLAIMER OF GUARANTEE

MEMBER ACCEPTS AND AGREES THAT HE OR SHE IS 100% RESPONSIBLE FOR HIS OR HER PROGRESS AND RESULTS FROM THE MEMBERSHIP. MEMBER ACCEPTS AND AGREES THAT HE OR SHE IS THE ONE VITAL ELEMENT TO THE MEMBER'S SUCCESS AND THAT COMPANY CANNOT CONTROL MEMBER.

COMPANY makes no representations or guarantees verbally or in writing regarding performance of this AGREEMENT other than those specifically stated. COMPANY and its affiliates disclaim the implied warranties of titles, merchantability and fitness for a particular purpose. COMPANY makes no guarantee or warranty that the MEMBERSHIP will meet MEMBER'S requirements or that all MEMBERS will achieve the same results.

CHOICE OF LAW/VENUE

This AGREEMENT is governed and interpreted in accordance with the laws of the State of Missouri without giving effect to any principles of conflicts of law.

The PARTIES agree to submit any dispute or controversy arising out of, or relating to this AGREEMENT to arbitration in the State of Jefferson City, MO according to the rules of the American Arbitration Association. The arbitration is binding upon the PARTIES and their successors in interest. The prevailing party may collect all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this AGREEMENT.

SURVIVABILITY

The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of Fees owed set forth in this AGREEMENT, and any other provisions that by their sense and context the PARTIES intend to have survive, shall survive the termination of this AGREEMENT for any reason.

SEVERABILITY

If any of the parts or provisions contained in this AGREEMENT are interpreted as invalid or unenforceable only that part or provision is affected. The invalidity or unenforceability does not affect the other parts or provisions of the AGREEMENT.