

## MEMBERSHIP LAUNCH KOACH AGREEMENT

### PARTIES

This AGREEMENT is between Vacationing Life, LLC (the "COMPANY") and you (the "CLIENT", "you", "YOU", "PARTICIPANT", "PARTICIPANTS") collectively referred to as the "PARTIES".

This agreement is intended to govern and control your purchase of Membership Launch Koach (the "GROUP PROGRAM") from the COMPANY.

### ACCEPTING THESE TERMS

You are entering into a legally binding AGREEMENT with the COMPANY, a Michigan Limited Liability Company according to the following terms and conditions, when you do any of the following:

- Enter payment information and click submit payment on the offer checkout page for the GROUP PROGRAM.
- Submit payment via invoice provided by the COMPANY.

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 effective, when CLIENT accepts these terms (electronically, verbally, written, and or otherwise). The COMPANY agrees to provide the work related to the GROUP PROGRAM.

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

Parties agree that the GROUP PROGRAM is in the nature of business services. The scope of work provided by COMPANY according to this AGREEMENT are limited to those listed on COMPANY'S website, or as part of the GROUP PROGRAM.

COMPANY reserves the right to substitute work equal to or comparable to the GROUP PROGRAM for the CLIENT if the need arises, with prior reasonable notice.

If COMPANY needs to outsource work related to the GROUP PROGRAM, and or provide substitute individuals for work related to the GROUP PROGRAM, the COMPANY will notify the CLIENT about the change or modification.

### CANCELLATIONS

CLIENT agrees to COMPANY'S cancellation policy as follows:

- CLIENT must notify the COMPANY via email with a subject line of CANCEL Membership Launch Koach and confirm receipt.
- No refunds are provided for monies paid.
- No amount paid is prorated.

### CONFIDENTIALITY

The term "Confidential Information" means INFORMATION WHICH IS NOT GENERALLY KNOWN TO THE PUBLIC RELATING TO THE CLIENT'S BUSINESS OR PERSONAL AFFAIRS.

COMPANY agrees not to disclose, reveal, or make use of any Confidential Information learned of through its transactions with CLIENT during discussions and interactions with CLIENT, or otherwise, without the *written consent* of CLIENT.

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

As a GROUP PROGRAM, CLIENT is also a PARTICIPANT and agrees to also keep any confidential information shared as part of the GROUP PROGRAM in confidence and will not disclose any information learned and or shared as part of the GROUP PROGRAM relating to, or connected with any PARTICIPANTS.

### NO TRANSFER OF INTELLECTUAL PROPERTY

In the event that the COMPANY provides access to its copyrighted and original materials to the CLIENT as part of the GROUP PROGRAM, the COMPANY grants the CLIENT **INDIVIDUAL USE ONLY** permission to any and all of the copyrighted and original materials.

As part of the GROUP PROGRAM, CLIENT is not authorized to use any of COMPANY'S intellectual property, trademarks and or copyrights, for any purpose. CLIENT 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.

COMPANY agrees and allows CLIENT to make one (1) printed physical copy of the provided materials for CLIENT'S personal use.

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.

### GROUP PROGRAM RULES

To the extent that CLIENT interacts with COMPANY staff and or other COMPANY Clients, CLIENT agrees to behave professionally, courteously, and respectfully with staff and clients at all times.

CLIENT agrees that failing to follow the terms of this AGREEMENT, and or any additional instructions provided by COMPANY in relation to the GROUP PROGRAM, is cause for termination of this AGREEMENT.

In the event of such a termination, CLIENT 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 CLIENT, 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.

*An example of disparagement is posting your disappointment with the COMPANY on social media and tagging the company. If you have a disagreement with the COMPANY, you need to send a private email directly to the contact information.*

#### **TERMINATION**

If CLIENT is (1) behind in payment, or (2) otherwise in default of this AGREEMENT, then COMPANY has the right to terminate CLIENT'S participation in the GROUP PROGRAM.

If the termination is due to (1) behind in payment, CLIENT may participate in the GROUP PROGRAM once payment is out of default.

#### **PAYMENT**

CLIENT agrees to pay COMPANY for the SERVICE according to the payment (the "FEE")

- As stated on the offer checkout page when CLIENT submitted payment.
- \$1,000.00 USD for three (3) consecutive months or \$3,000 USD for one (1) month (full payment)

#### **REFUNDS**

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

**SEE CANCELLATION FOR WHAT CLIENT MAY DO IN THE EVENT THAT YOU DO NOT WANT TO CONTINUE.**

#### **CHARGEBACKS & PAYMENT SECURITY**

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

CLIENT 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.

CLIENT is responsible for any fees associated with recouping payment and collection fees associated with the chargeback. CLIENT 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 written instrument executed by both PARTIES.

#### **LIMITATION OF LIABILITY**

By purchasing the GROUP PROGRAM, CLIENT releases COMPANY, its officers, employees, directors, and related entities from any and all damages that may result from CLIENT'S participation in the GROUP PROGRAM.

The GROUP PROGRAM provides business services. CLIENT accepts any and all risks, foreseeable or unforeseeable arising from this line of work.

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

- (a) The total FEE CLIENT paid to COMPANY in the one month prior to the action giving rise to the liability, or
- (b) Specific monetary amount, or the specific formula that will be used to calculate the amount as follows: one month of participation in the GROUP PROGRAM (the total amount paid for the GROUP PROGRAM divided by three (3)).

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.

CLIENT 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 or enrollment in the GROUP PROGRAM.

CLIENT agrees that use of the GROUP PROGRAM is at CLIENT'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.

#### **INDEMNIFICATION**

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

CLIENT shall defend, indemnify (insure and protect), and hold harmless the COMPANY, its 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 GROUP PROGRAM.

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, its shareholders, trustees, affiliates, or successors are excluded from indemnification.

#### **DISCLAIMER OF GUARANTEE**

**CLIENT ACCEPTS AND AGREES THAT HE OR SHE IS FULLY RESPONSIBLE FOR PROGRESS AND RESULTS FROM THE GROUP PROGRAM.**

CLIENT ACCEPTS AND AGREES THAT HE OR SHE IS A VITAL ELEMENT TO THE SUCCESS ACHIEVED FROM THE

SERVICE AND THAT COMPANY CANNOT CONTROL THE OUTCOME OR RESULTS ACHIEVED.

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 GROUP PROGRAM will meet CLIENT'S requirements or that all CLIENTS will achieve the same results.

**CHOICE OF LAW**

This AGREEMENT is governed and interpreted in accordance with the laws of Michigan without giving effect to any principles of conflicts of law. All legal disputes arising out of this AGREEMENT are handled in Kent County, Grand Rapids, Michigan.

The PARTIES agree to submit any dispute or controversy arising out of, or relating to this AGREEMENT to arbitration in the State

of Michigan 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 FEE 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.