

# PURCHASE TERMS

[Updated April 2024]

## **PARTIES**

This writing (the “AGREEMENT”) outlines the intended legal relationship between StoryADay LLC (the “COMPANY”, “COMPANY’S”) and you (the “BUYER”, “you”, “your”) and is intended to govern and control your purchase of the StoryADay Handbook (the “PROGRAM”) from the COMPANY.

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

## **ACCEPTING THESE TERMS**

As the BUYER, you are entering into a legally binding agreement with the COMPANY, a Commonwealth of Pennsylvania LLC according to the following terms and conditions, when you do any of the following:

- purchase the PROGRAM,
- accept a gifted copy of the PROGRAM.

With this acceptance, the PARTIES agree that any individual, associate, and or assign are bound by the terms of this AGREEMENT.

## **COMPANY’S SERVICES**

This AGREEMENT is executed and valid, when BUYER accepts these terms.

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

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

## **CONFIDENTIALITY**

The term “CONFIDENTIAL INFORMATION” means INFORMATION WHICH IS NOT GENERALLY KNOWN TO THE PUBLIC.

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

COMPANY shall keep the CONFIDENTIAL INFORMATION of the BUYER in strictest confidence and shall use its best efforts to safeguard the BUYER’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 BUYER due to its enrollment in the PROGRAM.

## **INTELLECTUAL PROPERTY**

COMPANY’S copyrighted and original materials are provided to the BUYER for your **INDIVIDUAL USE ONLY** and under a limited single-user license.

BUYER is not authorized to use any of COMPANY'S intellectual property, trademarks and or copyrights, for any purpose. BUYER 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.

### **PROFESSIONAL EXPECTATIONS**

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

### **USE OF PROGRAM MATERIALS**

- By accepting this AGREEMENT, BUYER consents to recordings being made of the PROGRAM.
- COMPANY reserves the right to use, at its sole discretion, the following: PROGRAM materials, videos, audio recordings, and materials submitted by BUYER (in the context of the PROGRAM); for future lecture, teaching, and marketing materials, and further other goods/services provided by COMPANY, without compensation to the BUYER.
- BUYER 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 BUYER.

### **NO RESALE OF SERVICES PERMITTED**

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

### **TERMINATION**

If BUYER is (1) behind in payment, or (2) otherwise in default of this AGREEMENT, then COMPANY is allowed to immediately collect all FEES from BUYER and stop providing further access to the PROGRAM until BUYER'S account is returned to good standing.

### **PAYMENT SCHEDULE**

BUYER agrees to pay COMPANY the stated fee (the "FEE", "FEES") according to the payment terms:

- listed on the offer that BUYER purchased from the COMPANY

Installment or payment plans: when BUYER agrees to the purchase of COMPANY'S PROGRAM as part of an installment or payment plan and a payment fails. The BUYER will lose all access to the PROGRAM under the Termination paragraph. COMPANY will make reasonable attempts to notify the BUYER that the payment has failed and how to rectify access to the PROGRAM.

### **REFUNDS**

COMPANY agrees to provide a 100% refund of the Fee paid by BUYER according to these terms:

- send an email to [support@storyaday.org](mailto:support@storyaday.org) within 7 days of purchase requesting a refund and loss of access to the PROGRAM

### **CHARGEBACKS & PAYMENT SECURITY**

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

BUYER shall not make any chargebacks to COMPANY'S account or cancel the payment card that is provided as security without COMPANY'S prior written consent. BUYER is responsible for any fees associated with recouping payment and collection fees associated with the chargeback. BUYER shall not change any of the payment 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 PROGRAM, BUYER releases the COMPANY, its officers, employees, directors, and related entities from any and all damages that may result from his, her, or their participation in the PROGRAM. BUYER accepts any and all risks, foreseeable or unforeseeable arising from the PROGRAM.

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

- (a) The total amount of money BUYER paid to COMPANY in the one month prior to the action giving rise to the liability, or
- (b) 60% of the purchase price.

All claims against the COMPANY must be filed with the entity having jurisdiction within ninety (90) calendar days of the date of the first claim or otherwise be forfeited forever. BUYER 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 PROGRAM.

BUYER agrees that use of COMPANY'S services is at his, her, or their own risk.

#### **DISCLAIMER OF GUARANTEE**

[If you provide any kind of self-help, or education product] BUYER ACCEPTS AND AGREES THAT HE, SHE, OR THEY ARE FULLY RESPONSIBLE FOR PROGRESS AND OR RESULTS FROM THE PROGRAM. 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 PROGRAM will meet BUYER'S requirements or that all BUYERS will achieve the same results.

#### **CHOICE OF LAW/VENUE**

This AGREEMENT is governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania 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 Commonwealth of Pennsylvania, Phoenixville 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.

**SIGNATURES**