# TERMS AND CONDITIONS (AKA TERMS OF PURCHASE)

By purchasing The Course fully described our course Money more www.scottietaylorir.com/money (hereinafter the "course"), you accept and agree to be bound by these Terms and Conditions (hereinafter "Terms and Conditions" or "Agreement") Disclaimer and Privacy Policy posted on our website www.scottietaylorjr.com (hereinafter the "website") and incorporated herein by reference.

The term "you" refers to anyone who purchases the course, uses, visits and/or views our website. Scottie Taylor Jr, LLC ("company", "I", "we" or "us") reserves the right to amend or modify these terms and conditions in its sole discretion at any time without notice and by using our course, you accept those amendments. It is your responsibility to periodically check the website for updates.

Your continued use of the course and website after posting of any changes to our Terms and Conditions constitutes your acceptance of those changes and updates. You must not access the course or use the website if you do not wish to be bound by these Terms and Conditions.

#### **INTENDED AGE**

All information and content in the course and on our website are intended for individuals over the age of 18. By purchasing the course, you represent and warrant to us that you are over the age of 18 and can enter into these legally binding Terms and Conditions.

### PRIVACY POLICY

We are dedicated to respecting the privacy of your personal information. Your acceptance of our Privacy Policy is expressly incorporated into these Terms and Conditions. Please review the Privacy Policy on our website for more information.

## WEBSITE DISCLAIMER

Your acceptance of our website Disclaimer is expressly incorporated into these Terms and Conditions. Please review the Disclaimer on our website for more information.

### **COURSE DESCRIPTION AND PRICE**

The Money Course is a series of pre-recorded videos and templates that are meant to teach about money, the energy of money, limiting beliefs, basics of investing and buying investment properties.

The price of the course is what you paid at the time of placing the order and you are bound by that price. Prices are always subject to change at any time without notice. You will not be issued a partial refund should we lower the price in the future or offer a special discount. We may also increase the price of the course at any time before you place the order. Course price will be in the United States currency (USD) unless stated otherwise.

#### ONLINE PAYMENTS

We use third party service providers to process your payments. You authorize us to charge your credit or debit card, PayPal, Stripe or bank account for the purchase of the course. If we offer a payment plan then you authorize us to charge recurring payments to you as stated on the checkout page when you purchase the course.

### **MONEY BACK GUARANTEE**

We offer a 48 hour money back guarantee, which means we will refund you the price of the course you paid within 48 hours of purchase ("Guarantee period") if you are not completely satisfied with your purchase. If you decide within the Guarantee period to seek a refund, you must notify us in writing prior to the expiration of the Guarantee period. Email us at assistant@scottietaylorjr.com requesting the refund within 48 hours of your purchase along with a copy of your receipt. After the Guarantee period, no refunds will be issued.

During the Guarantee period, upon your request for refund, we will refund the price you paid for the course by the means with which you paid for it within 30 days. Upon issuance of a refund, your access to the course will be terminated immediately and you must destroy and delete all copies of materials and content you downloaded from the course immediately.

# **COURSE CANCELLATION AND MODIFICATIONS**

We reserve the right to cancel or modify the course at any time without notice. We also reserve the right to cancel your order for any errors or discrepancies in our sole discretion.

## MANDATORY ARBITRATION AND GOVERNING LAW

You expressly waive your right to bring any legal claims, now or in the future arising out of or related to your use of the course, our website and any other products/services we offer. In the event of any dispute, claim or controversy arising out of or relating to your use of this course or our website, these terms and conditions shall be construed in accordance with the rules and regulations of the state of Florida and the United States.

You agree to consent and submit to the jurisdiction of the state and federal courts located in Florida, United States without regard to the principles of conflict of law or where the parties are located at the time a dispute arises.

You agree to resolve any disputes or claims first through mandatory arbitration in the state of Florida, United States and shall bear the full cost of arbitration as permitted by law. Your good faith participation in arbitration is a condition precedent to pursuing any other legal or equitable remedies available such as litigation or any other legal procedure. You also agree that in the event a legal claim is initiated after the required arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs associated with the legal action.

# **INTELLECTUAL PROPERTY**

All content in the course and on our website including but not limited to text, posts, logos, marks, graphics, files, materials, services, products, videos, audio, applications, computer code, designs, downloads and all other information here (collectively, the "Content") is owned by us and is protected by copyright, trademark and other intellectual property and unfair competition laws with the exception of any content from others that we are lawfully permitted to use.

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You agree not to upload, display, post, transmit, distribute, send, email or submit to us on the website or on any of our social media sites any information or Content that is-

- (a) illegal, violates or infringes upon the rights of others,
- (b) defamatory, abusive, profane, hateful, vulgar, obscene, libelous, pornographic, threatening,
- (c) encourages or advocates conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any law,
- (d) distribute material including but not limited to spyware, computer virus, any kind of malicious computer software or any other harmful information that is actionable by law,
- (e) any attempts to gain unauthorized access to any portion or feature of the website, and
- (f) send unsolicited or unauthorized material or cause disruption in the operation of the website. You agree to use the course and our website for lawful purposes only and shall be liable for damages resulting from the violation of any provision contained in these Terms and Conditions.

# **LEGAL COMPLIANCE**

By purchasing and accessing the course materials, you agree that you are solely responsible for compliance with the laws and regulations of the United States. You represent and warrant to us that the course will be used by you (the purchaser) only and you will use the course materials lawfully and properly at your own risk.

### THIRD-PARTY LINKS

The course may contain links to third-party websites or resources for your convenience. We may serve as an affiliate for some of these third-party websites by offering or advertising their products or services in the course; however, we do not own or control these third-party websites. Once you click on a third-party link to view the particular product recommended, you are no longer bound by our terms and conditions.

You agree that we are not responsible or liable for the accuracy, content or any information presented on these third-party websites. You assume all risks for using these third-party websites or resources and any transactions between you and these third-party websites are strictly between you and the third party. We shall not be liable for any damages resulting from your use of these third-party websites or resources.

#### **DISCLAIMER**

Any business tools, equipment, examples, materials, videos, graphics displayed in the course are only shown as examples of how to use them and what results might be possible now or in the future. There can be no assurances as to any particular outcome based on the use of such materials or information. This information is only shared as <u>examples</u> with you but it does not serve as a guarantee or promise of any kind for your results and successes if you decide to use the same tools, information, equipment, reviews, products, services, tips and techniques offered. You are solely responsible for your results and exercising your own due diligence before relying on the information presented in the course.

## **INVESTING DISCLAIMER**

All content and information provided in or through on our website including our course, programs and any other products or services that we offer is for informational and educational purposes only, does not constitute financial, accounting or investing advice of any kind and we do not warrant that the information presented herein is free of any errors or omissions. We are not providing investment recommendations to any individual person or entity.

Although we strive to provide accurate general information, the information presented here is not a substitute for any kind of professional advice, and you should not rely solely on this information. Always consult a professional (financial advisor, accountant, lawyer, etc.) in the financial space for your particular needs and circumstances prior to making any investing or financial related decisions.

Any investment tools, examples, materials, videos, graphics displayed in the course are only shown as examples of how to use them and what results might be possible now or in the future. There can be no assurances as to any particular outcome based on the use of such materials or information. This information is only shared as <a href="mailto:examples">examples</a> with you but it does not serve as a guarantee or promise of any kind for your results and successes if you decide to use the same tools, information, reviews, products, services, tips and techniques offered. You are solely responsible for your results and exercising your own due diligence before relying on the information presented in the course.

### **NO GUARANTEE OR PROMISES**

You agree that no specific results or promises are being made by the purchase of the course. We cannot guarantee the results or effectiveness of the tips, products, equipment, techniques or information shared in the course. No particular outcome, sales, savings or earnings are being promised to you either.

Through our website, course, and any other products and/or services, we aim to support and teach you sustainable finance and money related concepts. But your success with our course, products and/or services depends completely on your own effort, work ethic, commitment and dedication. We cannot and do not guarantee or promote results of any kind and each individual's results will vary based on their own individual performance and efforts. Any examples or results we share with you are for informational purposes only to show you what's possible. Ultimately, you are solely responsible for your successes and failures with our course, and any other products and/or services including your application of any other information you receive from our website.

# **GRANT OF RIGHTS AND TESTIMONIAL RELEASE**

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You hereby irrevocably authorize us to copy, exhibit, publish or distribute the Testimonial for purposes of publicizing our programs or for any other lawful purpose. These statements may be used in printed publications, multimedia presentations, on websites or in any other distribution media.

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## **TERMINATION**

We reserve the right in our sole discretion to refuse, remove, restrict your access, revoke and terminate your use of the course and website including any or all Content published by you or us at any time for any reason, without notice.

### **NO WARRANTIES**

ALL CONTENT, MATERIALS, AND INFORMATION IN THE COURSE AND ON OUR WEBSITE ARE "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, EXPRESS OR IMPLIED TO THE FULL EXTENT PERMISSIBLE BY LAW. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONTENT, MATERIALS AND INFORMATION PROVIDED IN THE COURSE. COMPANY MAKES NO WARRANTIES THAT THE COURSE WILL PERFORM OR OPERATE TO MEET YOUR REQUIREMENTS OR THAT THE INFORMATION PRESENTED HERE WILL BE COMPLETE, CURRENT OR ERROR-FREE. COMPANY DISCLAIMS ALL WARRANTIES, IMPLIED AND EXPRESS FOR ANY PURPOSE TO THE FULL EXTENT PERMITTED BY LAW.

### LIMITATION OF LIABILITY

You agree that under no circumstances, we and/or our officers, employees, successors, shareholders, joint venture partners or anyone else working with us shall be liable for any direct, indirect, incidental, consequential, equitable, special, punitive, exemplary, injuries or any other damages resulting from your use of the course including but not limited to all the content, information, videos, products, services and graphics presented inside the course and on our website.

We do not warrant that any products, equipment, tools, tips, strategies, or any other information presented in the course will be free and clear from errors or interruptions or failures. We have no control over the third-party products recommended and will not be liable for such failures or any injuries caused by your use of them.

Some of the tools and tips shared in the course may result in physical or property damage if not used properly. You expressly agree that your use of the course and website including all the information, equipment, tools, and materials shared is at your sole risk and that you are solely responsible for the accuracy of the information provided, the outcome of your actions, personal and business results, and for all other use in connection with the course.

You also agree not to hold the Company responsible for any decision-making regarding tools, equipment, tips, the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may experience from the information presented in the course.

You also expressly agree that we and/or our officers, employees, successors, shareholders, joint venture partners or anyone else working with us shall not be liable to you for any damages resulting from 1) any errors or omissions in the course, delay or denial of any products or services, failure of performance of any kind, interruption in the operation and your use of the course and website, website attacks including computer virus, hacking of information, and any other system failures; 2) any loss of income, savings, use, data, revenue, profits, business or any goodwill related to the course; 3) any theft or unauthorized access by third party of your information from the website regardless of our negligence; and 4) any use or misuse of the information, products and/or services offered in the course.

This limitation of liability shall apply whether such liability arises from negligence, breach of contract, tort or any other legal theory of liability. You agree that we provide no express or implied guarantees to you for the content presented here, and you accept that no particular results are being promised to you in the course and on our website.

## **INDEMNIFICATION**

You agree to indemnify and hold the Company and/or its officers, employees, successors, shareholders, joint venture partners or anyone else working with us harmless from all losses, claims, damages, demands, actions, suits, proceedings or judgments, including costs, expenses and reasonable attorneys' fees ("Liabilities") assessed against or otherwise incurred by you arising, in whole or in part, from: (a) actions or omissions, whether done negligently or otherwise, by you, your agents, directors, officers, employees or representatives; (b) all your actions and use of the course including purchasing other products and services; (c) violation of any laws, rules, regulations or ordinances by you; or (d) violation of these terms and conditions by you or anyone related to you; e) infringement by you or any other user of your account of any intellectual property or other rights of anyone. The Company will notify you promptly of any such claims or liability and reserves the right to defend such claim, liability or damage at your expense. You shall fully cooperate and provide assistance to us if requested, without any cost, to defend any such claims.

### **ENTIRE AGREEMENT**

These Terms and Conditions along with our Privacy Policy and Disclaimer constitute the entire agreement between you and us with respect to your purchase of the course and use of our website. It supersedes all prior or contemporaneous communications, discussions, negotiations or proposals we may have had with you whether electronic, oral or written.

A printed version of this entire agreement including the Privacy Policy and Disclaimer and of any notice given in electronic form shall be admissible in judicial or administrative proceedings with respect to this course to the same extent and given the same effect as other business contracts and documents kept and maintained in printed form.

#### **SEVERABILITY**

If any provision in these Terms and Conditions is deemed by a court, regulatory authority or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision is deemed to have been omitted from this Agreement. The remainder of this Agreement remains in full force and effect, and is modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.

#### **CAPTIONS**

Captions have been inserted solely for the convenience of reference and in no way define, limit or describe the scope or substance of any provisions of these Terms and Conditions.

# **COUNTERPARTS**

These Terms and Conditions may be executed in two (2) or more counterparts, including by tele-copier, tele-facsimile, or by electronic means, such as by encrypted digital signature, by electronic mail transmission of a portable document format (PDF) scan of the original document or a copy thereof; and when so executed, will have the same force and effect as though all signatures appeared on a single document. Emails and copies of signatures are acceptable in lieu of originals. Prior to purchasing the course, you will click to accept these Terms and Conditions electronically and by purchasing the course, you agree to be bound by them.

### CONTACT

For any questions, please contact us at assistant@scottietaylorjr.com