

Terms of Service & Conditions

Updated January 1, 2024

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ENGAGING KNOLLY WILLIAMS TRAINING FOR CONSULTING AND COACHING SERVICES. PURCHASING COACHING AND/OR CONSULTING SERVICES INDICATES ACCEPTANCE OF THESE TERMS.

The following are terms of a legal agreement between you and Knolly Williams Training, LLC (“Company”, “we”, “us”) By purchasing coaching and/or consulting services from Company or any other property held by Company, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations.

1. INTRODUCTION: By continuing to use Company’s business Coaching and/or Consulting Services (defined below), you agree to abide by these Terms and Conditions, as they may be amended by Company from time to time in its sole discretion. Please read these Terms and Conditions carefully. As a Client, you agree to be bound by these Terms and Conditions, both for current and for any additional services for which you may contract with Company, including all payment terms (collectively, the Agreement). In this Agreement, “you” and “your” refers to the Client.

You agree that any of your agents, representatives, employees, or any person or entity acting on your behalf with respect to the

use of the Coaching and/or Consulting Services, shall be bound by, and shall abide by, these Terms and Conditions. You further agree that you are bound by these Terms and Conditions whether you are acting on your own behalf or on behalf of a third party, including another Client.

2. TERM, PAYMENT & MODIFICATION: For recurring coaching, online membership, affiliate sales or consulting services - The term of this Agreement shall begin and become effective as of the sign-up date, which coincides with initial payment. The term shall continue as follows unless otherwise mutually agreed upon in writing. This Agreement shall renew at the end of each 30-day period for a successive 30-day term unless either party provides written 5-day notice of its intention not to renew or if both parties agree to enter a new contract term for a determined time period.

Any and all “one-time” purchases (Strategy Sessions, Events, In-Person Consulting) shall not be tied to any other services or subject to this Agreement, unless otherwise specified by client.

Client agrees to pay to Company all applicable charges to its account in United States dollars, in accordance with the payment terms and conditions and/or payment plan mutually agreed upon, including, if any, all applicable taxes. If any mutually agreed upon payment terms of additional services requested by you are different than the terms set forth in these Terms and Conditions, the payment terms for the additional services shall apply to those services. Client agrees that any

setup fee (or similar one-time payment depending on the service selected by Client) is nonrefundable as it is applied to costs immediately incurred by Company in initiating services.

Client understands and agrees that the Coaching, Online Membership, Exclusive Affiliate and/or Consulting Services are billed one month in advance. In addition, if Client has elected to pay Company by credit card, Client agrees to authorize Company to charge its credit card in advance for such payments and for any amounts owed under this Agreement.

In the event collection proves necessary, the Client agrees to pay all fees (including all attorneys' fees and court costs) incurred by that process.

You understand that Company may modify its standard terms and conditions and service offerings from time to time and that Knolly Williams Training, LLC reserves the right to adjust the pricing of such services.

Following the fulfillment of initial contract terms, Clients in month-to-month contracts may be subject to revised terms and conditions and/or pricing.

3. METHOD OF PAYMENT: Client must set up direct withdrawal from a valid, sufficiently funded bank account, provide a valid credit card with sufficient credit, or maintain a deposit with Company that Company can bill for all contracted Services.

4. REFUND POLICY AND CANCELLATIONS: The product and/or services referenced herein is sold with strictly no refund after 30 calendar days. All cancellations within 30 calendar days of purchase need to be submitted in writing to support@Knolly.com. Cancellations shall take effect within a 5-day period after the written request and the client's credit card will not be charged again.

5. REFUNDS FOR PHYSICAL PRODUCTS: Any orders of physical products must be returned within 30 days (in original condition) to be eligible for a refund.

6. SERVICES PROVIDED: Coaching and/or Consulting Services are the process by which Company will help you grow your business via proprietary systems, frameworks and advice. Though Company cannot guarantee specific results, we proactively seek to provide high quality advice and systems that maximize the Client's return on advertising spending.

7. OWNERSHIP OF NON-CLIENT PROPERTY: Title and full ownership rights in and to the Coaching and Consulting frameworks, strategies and systems, together with any and all ideas, concepts, computer programs, and other technology supporting or otherwise relating to Company's operation of the Company network and website(s) (collectively, the "Company Materials"), shall remain at all times solely with Company and/or with the respective outsourced service provider or author. Client acknowledges that it has not acquired any ownership interest in

the Company Materials and will not acquire any ownership interest in the Company Materials by reason of this Agreement.

8. NO LICENSE: Nothing contained in this Agreement or use of Coaching and/or Consulting Services should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

9. CONFIDENTIAL INFORMATION: All information disclosed by Company to Client shall be deemed Confidential Information, regardless of whether marked or identified as “CONFIDENTIAL” or “PROPRIETARY.” Notwithstanding anything to the contrary, Confidential Information shall also include, and the provisions of this Agreement shall apply to any other information in oral, written, graphic or electronic form which, given the circumstances surrounding such disclosure to or learning by Client, would be considered confidential.

9.1 “Confidential Information” means any non-public, oral, written graphic or machine-readable information, including but not limited to, that which relates to patents, patent applications, trade secrets, research, product plans, products, developments, inventions, processes, designs, drawings engineering, formulae, markets, market research, market plans, software (including source and object code), hardware configuration, computer programs, algorithms, regulatory information, business plans, pricing, agreements with third parties, services, customers, marketing or finances of the Company or one of its subsidiaries or affiliates.

10. RESTRICTIONS: Client shall not in any way: (i) disclose or otherwise transfer Confidential Information to any third party at any time, including consultants , except as approved by Company in writing in advance; (ii) use (except as specifically permitted in writing by Company), copy. Modify and/or transfer the Confidential Information and/or merge the Confidential Information with any other technology, formula or materials; (iii) to the maximum extent permitted by applicable law reverse engineer any of the Confidential Information; and/or (iv) disclose the parties' discussions about the Confidential Information. Client agrees that it will disclose the Confidential Information only to its employees who have a specific need to know regarding the Coaching and/Consulting Services and only to the extent necessary for such purpose.

11. YOUR SITE: You hereby acknowledge that Company is not responsible for the maintenance of your website(s); nor is Company responsible for order entry, payment processing, shipping, cancellations, returns or customer service concerning orders placed on your website(s). You further acknowledge that your site does not contain any Company owned or licensed content.

12. CLIENT REPRESENTATIONS AND WARRANTIES: Client represents and warrants to Company that for the term of this Agreement, this Agreement constitutes a valid, binding, and enforceable agreement in accordance with its terms; Client is the authorized owner or representative of the website(s) for

which Coaching and Consulting Services will be performed; and Client's website will not violate any applicable law or regulation; does not infringe upon in any manner any third party rights, including but without limitation to copyright, patent, trademark, trade secret, or other intellectual property right or right of privacy or publicity; is not false or misleading; has not and will not result in any consumer fraud, product liability, breach of contract, injury, damage, or harm of any kind to any person or entity; is not defamatory, libelous, slanderous, or threatening; is free of viruses; does not contain, promote, or offer any form of spyware, adware, or other advertising or information collection software; and/or does not contain, link to or promote any of the following: violence, hate crimes (whether racial or otherwise), illegal activities, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

13. CLIENT COVENANTS: Client further agrees to perform as follows:

Client will not hold Company or its affiliates liable or responsible for the activities of visitors who come to Client's website(s) through Coaching and Consulting Services.

If Client sells or promotes adult materials, alcohol or tobacco products, or other age restricted products and/or services, Client will: (i) have age verification on its sites' home page and in the sales process in compliance with all applicable laws and regulations; and (ii) shall not offer such products and/or services in jurisdictions in which they are prohibited or are in any way restricted.

14. CLIENT INDEMNIFICATION OBLIGATIONS: Client agrees to indemnify, defend, and hold harmless Company, its distribution partners, its licensors and licensees, and affiliated companies, and any of their officers, directors, employees, representatives and agents, from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits, or proceedings (collectively being referred to herein as a "Claim") for, including without limitation, libel, violation of right of privacy or publicity, copyright infringement, trademark infringement, or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability, or violation of any law, statute, ordinance, rule, or regulation throughout the world in connection with Coaching and Consulting Services performed on behalf of Client, Client's website(s) or contents therein, Client's conduct, acts or omissions, or any alleged or proven breach by Client of any term, condition, agreement, representation, or warranty herein, excluding any Claim that arises solely from the acts or omissions of Company or its agents or employees. Company will notify Client of any claim, action, or demand for which indemnity is required in the reasonable opinion of Company and will cooperate reasonably with Client at Client's expense. At the election of Company, Client shall advance to Company amounts in satisfaction of such Claim, which Company may hold in escrow pending resolution of such Claim. The law firm Client chooses to defend Company must be experienced in defending similar claims and will be subject to Company's approval, which

will not be unreasonably withheld. Client may not settle any lawsuit or matter relating to the culpability or liability of Company without the prior written consent of Company. Company will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense. Without limiting any rights and remedies hereunder or under applicable law, Company shall have the right to set off any liability of Client to Company with respect to a Claim against any amounts held on deposit with Company by Client.

15. LIMITATION OF LIABILITY AND WARRANTY

DISCLAIMER: Company makes no representations or warranties relating to the results of Coaching and Consulting Services, including, without limitation, the number of impressions or click-throughs and any promotional effect or return on investment thereof. As Company relies on third parties for certain data, Company makes no guarantees regarding the accuracy, reliability, or completeness of any usage statistics.

In no event shall Company be responsible for any consequential, special, lost profits, or other damages arising under this Agreement. Without limiting the foregoing, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action, fire, flood, earthquake, power failure, riot, explosion, labor, or material shortage, carrier interruption of any kind or work slowdown.

13. SUCCESSORS AND ASSIGNS: Subject to the limitations set forth herein on assignment of this Agreement or the rights hereunder by Client, all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

16. CHOICE OF LAW; EXCLUSIVE VENUE: This Agreement shall be construed in accordance with the laws of the state of Texas, and the parties agree that should any dispute arise concerning this Agreement, venue shall be laid exclusively in a court of competent jurisdiction in Travis County, State of Texas.

17. HEADINGS: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

18. WAIVER: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver. No waiver of any breach or default of this Agreement by either party hereto shall be considered to be a waiver of any other breach or default of this Agreement.

19. ENTIRE UNDERSTANDING: This document and any exhibit, schedule, or other supplementary document attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

20. ATTORNEYS' FEES: In the event a dispute arises between the parties hereto, then the prevailing party in such dispute, whether or not a final decision is ultimately rendered by the court, shall be entitled to receive its attorneys' fees reimbursed from the non-prevailing party.

21. NO THIRD PARTY BENEFICIARIES: The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the parties or their respective successors or permitted assigns.

22. SURVIVAL: The sections of this Agreement that address or govern matters or circumstances that could occur after termination of this Agreement shall be interpreted to survive any such termination.

23. EXECUTION: This agreement is executable upon successful payment from Client. By purchasing coaching and/or consulting services from Company or any other property held by Company, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations.