TERMS OF PURCHASE AGREEMENT FOR AD SPACE IN TDH Recital

By purchasing a Ad Space from The Dancing House (“Company”), you (“Client”, “You”, and collectively, the “Parties”) agree to the following terms of this Purchase Agreement.

SERVICES. Company agrees to provide you with a quality ad for your business, which includes everything listed on the program details page of the website and you agree to abide by all policies and procedures as outlined in this Agreement.

DELIVERABLES. Any deliverables noted on the sales page will be delivered by said date via email. Please make sure that you save these e-mails and / or download all materials immediately.

PAYMENT; REFUNDS. Payment shall be made using Paypal, Stripe, or Acuity. No refunds will be issued after the purchase of the Product due to the fact that it is digital in nature and may include face-to-face or virtual consulting components. By accessing and purchasing the Program through these servers, You are also agreeing to be bound by their terms.

CONFIDENTIALITY. This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party during discussions, coaching sessions, or otherwise, throughout the Term of this Program (“Confidential Information”). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, including, but not limited to, the templates, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the date of purchase shall survive the termination, revocation, or expiration of this Agreement.

OWNERSHIP AND INTELLECTUAL PROPERTY. The Company, the Program, and its branding are protected by copyright, trademark, and other U.S., and foreign laws. This Agreement and Your purchase do not give you any rights, title or interest in the Company content, deliverables, or Company trademarks, logos and other brand features except the limited personal use license granted pursuant to the terms of this Agreement.

COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION. Notwithstanding anything in the foregoing, in the event that You are required by law to disclose any of the Confidential Information, You will (i) provide Company with prompt notice of such requirement prior to the disclosure, and (ii) give Company all available information and assistance to enable Company to take the measures appropriate to protect the Confidential Information from disclosure.

NON-DISCLOSURE OF TEMPLATES. These deliverables are proprietary, copyrighted and developed specifically for Company. You agree that such proprietary material is solely for Your own personal use. Any disclosure to a third party is strictly prohibited. These templates are for Your individual use only and You are granted as a single-user license. No license to sell or distribute Company's materials is granted or implied.

INDEMNIFICATION. You agree to indemnify and hold harmless Company, its affiliates, and its respective officers, directors, agents, employees, and other independent contractors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Your participation or action(s) under this Agreement. You agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Your participation under this Agreement, unless expressly stated otherwise by Company, in writing.

DISCLAIMER. Client understands Company is not an agent, publicist, accountant, financial planner, lawyer, therapist, or any other licensed or registered professional. Coaching, which is not directive advice, counseling, or therapy, may address overall goals, specific projects, or general conditions in Client's life or profession. Coaching services may include setting priorities, establishing goals, identifying resources, brainstorming, creating action plans, strategizing, asking clarifying questions, and providing models, examples, and in-the-moment skills training. Company promises that all information provided by Client will be kept strictly confidential, as permissible by law.

LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST OR ANTICIPATED PROFITS, SAVINGS, INTERRUPTION TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, THE COST OF SUBSTITUTE DOCUMENTS OR ADVICE OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE PRODUCT OR THE LICENSED MATERIALS REGARDLESS OF WHETHER YOU HAVE ADVISED COMPANY OR COMPANY HAS ADVISED YOU OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY AGGREGATE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS WILL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT AT YOUR TIME OF PURCHASE. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM). NEITHER YOU NOR COMPANY MAY INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. SOME PROVINCES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

NON-DISPARAGEMENT. Client shall not make any false, disparaging, or derogatory statement in public or private regarding Company, its employees, or agents. Company shall not make any false, disparaging, or derogatory statements in public or private regarding Client and its relationship with Company

DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Hudson, WI. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of WI, regardless of the conflict of laws principles thereof.

ENTIRE AGREEMENT; AMENDMENT; HEADINGS. This Agreement constitutes the entire agreement between the Parties with respect to its relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to, any provision of this Agreement shall bind either party unless set forth in a writing, specifying such waiver, consent, or amendment, signed by both parties. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation.

ACCEPTANCE. This Agreement is deemed signed and accepted by Your and Your electronic click to accept the terms of this Agreement and Your purchase and use of the Product.

SEVERABILITY. Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

WAIVER. The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

ASSIGNMENT. This Agreement may not be assigned by either party without express written consent of the other party.

YOUR RESPONSIBILITY. Client accepts and agrees that Client is 100% responsible for its progress and results from the Program. Company will help and guide Client; however, participation is the one vital element to the Program's success that relies solely on Client. Company makes no representations, warranties or guarantees verbally or in writing regarding Client's performance. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. By purchasing, Client acknowledges that there is an inherent risk of loss of capital and there is no guarantee that Client will reach its goals as a result of participation in the Program and Company's comments about the outcome are expressions of opinion only. Company makes no guarantee other than that the Services offered in this Program shall be provided to Client in accordance with the terms of this Agreement. Client acknowledges that Company cannot guarantee any results for publicity as such outcomes are based on subjective factors that cannot be controlled by Company.

CHANGES TO THIS AGREEMENT. Company may revise these terms and will always post any updated or more recent versions on Company website. By continuing to use or access the Product after any revisions come into effect, You agree to be bound by those revisions.