

WORKSHOP PURCHASE TERMS

LAST UPDATED 06/30/2024

PARTIES

This writing outlines the intended legal relationship between Y Steinberg Art and Design Studio (the "COMPANY") and you (the "CLIENT"). The writing (the "AGREEMENT") is intended to govern and control your purchase of [online workshops and live class events] (the "PRODUCT") from the COMPANY.

The COMPANY and the CLIENT are the intended parties (the "PARTIES") to this AGREEMENT.

ACCEPTING THESE TERMS

As the CLIENT, you are entering into a legally binding agreement with the COMPANY, a [sole proprietor] according to the following terms and conditions, when you do any of the following:

- Click "I Agree"
- Email your statement of agreement
- Enter your credit card information
- Sign this agreement on this page, or reverse
- Enroll electronically in the PROGRAM
- Enroll verbally, or otherwise, in the PROGRAM

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 valid, when CLIENT accepts these terms (electronically, verbally, written, and or otherwise).

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

PARTIES agree that the PROGRAM is in the nature of [description]

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

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.

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 CLIENT due to its enrollment in the PROGRAM.

NO TRANSFER OF INTELLECTUAL PROPERTY

COMPANY's copyrighted and original materials are provided to the CLIENT for his or her **INDIVIDUAL USE ONLY** and under a limited single-user license.

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.

[Use this clause if you allow your CLIENT to make one(1) copy for their own use] 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.

PROGRAM RULES

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

USE OF PROGRAM MATERIALS

- By accepting this AGREEMENT, CLIENT 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 CLIENT (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 CLIENT.
- CLIENT 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 CLIENT.

NO RESALE OF SERVICES PERMITTED

CLIENT 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 CLIENT is (1) behind in payment, or (2) otherwise in default of this AGREEMENT, then full payment is immediately due and CLIENT is barred from using any of COMPANY's services. COMPANY is allowed to immediately collect all Fees from CLIENT and stop providing further services to CLIENT.

PAYMENT

CLIENT agrees to pay COMPANY the stated fee (the "FEE") according to the payment terms:

- As outlined on COMPANY's website,
- Provided through email,
- According to the Payment Schedule and the payment plan selected by CLIENT (the "FEE"), or
- As otherwise noted in this AGREEMENT.

REFUNDS

[No refund option] Upon execution of this AGREEMENT, CLIENT is responsible for the full Fee. If CLIENT decides to cancel, not participate, or changes his or her mind, the **COMPANY DOES NOT PROVIDE ANY REFUND FOR ANY REASON TO THE CLIENT.** WE ARE HAPPY TO PROVIDE YOU WITH A CREDIT TO JOIN ANOTHER UPCOMING WORKSHOP IN 2024.

LIFETIME ACCESS

The COMPANY provides lifetime access to CLIENT with the purchase of the PROGRAM. Lifetime access is defined as so long as the COMPANY is providing support and access to the PROGRAM. Should COMPANY decide to terminate the PROGRAM, the COMPANY agrees to provide reasonable notice such that the CLIENT may access and secure the content once the COMPANY has ceased to provide support and or access to the PROGRAM.

The COMPANY providing lifetime access is at will and at no time is CLIENT offered or provided a refund should the COMPANY decide to terminate the PROGRAM.

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 writing signed by both PARTIES.

LIMITATION OF LIABILITY

By using COMPANY's services and enrolling in the PROGRAM, CLIENT releases COMPANY, its officers, employees, directors, and related entities from any and all damages that may result from his or her participation in the PROGRAM. The PROGRAM provides educational content, creative instruction, and interactive art workshops designed to enhance participants' artistic skills and foster creative expression. CLIENT accepts any and all risks, foreseeable or unforeseeable, arising from the PROGRAM. The PROGRAM is instructional in nature and does not guarantee any specific artistic outcomes or career advancements. COMPANY is not responsible for any personal or professional consequences resulting from the application of techniques or knowledge gained during the workshop. Participants engage in artistic activities at their own risk and are responsible for their own safety when using art materials or equipment. COMPANY's liability for any claim arising from this PROGRAM is strictly limited to the amount paid by the CLIENT for the workshop. COMPANY is not liable for any indirect, incidental, or consequential damages, including but not limited to loss of income, artistic opportunities, or emotional distress. This limitation of liability clause helps protect your business while clearly communicating to participants the nature of the program and their acceptance of potential risks involved in artistic pursuits.

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 lesser of:

- (a) The total amount of money CLIENT paid to COMPANY for the specific workshop giving rise to the liability, or
- (b) One hundred dollars (\$100).

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 of COMPANY's services or enrollment in the PROGRAM.

CLIENT agrees that use of COMPANY's services is at CLIENT's own risk.

INDEMNIFICATION

COMPANY recognizes and agrees that all of the COMPANY's 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, COMPANY's 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 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, COMPANY's shareholders, Trustees, Affiliates, or Successors are excluded from indemnification.

DISCLAIMER OF GUARANTEE

[If you provide any kind of self-help, or education product]
CLIENT ACCEPTS AND AGREES THAT HE OR SHE IS 100% RESPONSIBLE FOR HIS OR HER PROGRESS AND RESULTS FROM THE PROGRAM. CLIENT ACCEPTS AND AGREES THAT HE OR SHE IS THE ONE VITAL ELEMENT TO THE PROGRAM'S SUCCESS AND THAT COMPANY CANNOT CONTROL CLIENT.

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 CLIENT's requirements or that all CLIENTs will achieve the same results.

CHOICE OF LAW/VENUE

This AGREEMENT is governed and interpreted in accordance with the laws of the State of New Mexico without giving effect to any principles of conflicts of law.

SIGNATURES

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